

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

UNITED STATES OF AMERICA,
acting through the United
States Department of
Agriculture

Plaintiff

v.

MARIELA MARITZA MIRANDA RECIO
a/k/a MARIELA M. MIRANDA RECIO,
as joint debtor and as known
member of the Estate of ANTONIO
ENRIQUE FUENTES AGOSTINI a/k/a
ANTONIO E. FUENTES AGOSTINI;
ANTONIO FUENTES MIRO, FERNANDO
ENRIQUE FUENTES MIRANDA, and
MARIA DEL PILAR FUENTES
MIRANDA, as known members of the
Estate above-mentioned; JOHN
DOE and RICHARD ROE as unknown
members of the Estate above-
mentioned; UNITED STATES OF
AMERICA

Defendants

CIVIL NO.

Foreclosure of Mortgage

COMPLAINT

TO THE HONORABLE COURT:

COMES NOW the United States of America -acting by the United States Department of Agriculture- through the undersigned attorney, who respectfully alleges and prays as follows:

1. Jurisdiction of this action is conferred on this Court by 28

U.S.C. Section 1345.

2. Plaintiff, United States of America, is acting through the United States Department of Agriculture, which is organized and existing under the provisions of the Consolidated Farm and Farm Service Agency Act, 7 U.S.C. §1921 et seq. Plaintiff is the owner and holder of one (1) promissory note that affects the properties described further below.
3. Said promissory note was subscribed for the amount of **\$100,000.00**, with annual interest of 3%, on August 24, 2012. *See Exhibit 1.*
4. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 133. *See Exhibit 2.*
5. According to the Property Registry, the defendant party - except United States of America- is the owner of record of the real estate properties subject of this case. Said properties are described -as they were recorded in Spanish- as follows:

(A) RÚSTICA: Predio de terreno sin nombre conocido que radica en el barrio Collores, "Los Corrales", del término municipal de Juana Díaz, Puerto Rico, con una cabida de 47 cuerdas, equivalentes a 18 hectáreas, 46 áreas y 29 centiáreas, conteniendo fincas de café y frutos menores, una casa de madera techada de zinc con colgadizo y balcón de 12 varas de frente por 8 de

ancho, iguales a 10.31 metros y 6.687 metros respectivamente y un ranchón para frutos, techado de zinc y tejanil de 14 varas de largo, 11.703 metros por 7 varas de ancho, 5.851 metros. En lindes por el NORTE, con Fernando Luis Toro; por el SUR, con Venancio Rodríguez y terrenos de Manuel Soldevila; por el ESTE, con Francisco Oliver y por el OESTE, con terrenos de Estados Unidos de América y de Manuel Soldevila.

Property 275, recorded at page 150 of volume 6 of Juana Díaz, Property Registry of Ponce, Puerto Rico, Section I.

See Title Search attached as Exhibit 3.

- (B) RÚSTICA: Predio de terreno radicado en el barrio Collores, sitio Guaraguao, del término municipal de Juana Díaz, con una cabida de cinco (5) cuerdas, equivalentes a 1 hectárea, 96 áreas y 52 centiáreas. En lindes por el NORTE, con la Sucesión Conqueran; por el SUR, con Pedro Juan Arévalo; por el ESTE, con Pascasio Rosaly; y por el OESTE, con Juan Castro.

Property 4,348, recorded at page 15 of volume 111 of Juana Díaz, Property Registry of Ponce, Puerto Rico, Section I.

See Title Search attached as Exhibit 4.

- (C) RÚSTICA: Predio de terreno que radica en el barrio Collores, sitio Corrales, del término municipal de Juana Díaz, con una cabida de ocho (8) cuerdas, iguales a 3 hectáreas, 14 áreas y 43 centiáreas. En lindes por el NORTE, con Manuel Soldevila; por el SUR, con Eladio Pagán; por el ESTE, con Eladio Pagán y Caroberto Colón; y por el OESTE, con la Sucesión de Venancio Rodríguez. Esta dedicada a pastos.

Property 4,349, recorded at page 19 of volume 111 of Juana Díaz, Property Registry of Ponce, Puerto Rico, Section I.

See Title Search attached as Exhibit 5.

6. The title searches attached to this complaint confirm the registration of the mortgage liens that secure the loan obligations between the plaintiff and the defendants. See *Exhibits 3, 4, and 5*.
7. According to the attached title searches, ANTONIO ENRIQUE FUENTES AGOSTINI a/k/a ANTONIO E. FUENTES AGOSTINI passed away and the known members his Estate are the following individuals:
 - (a) MARIELA MARITZA MIRANDA RECIO a/k/a MARIELA M. MIRANDA RECIO;
 - (b) ANTONIO FUENTES MIRO;
 - (c) FERNANDO ENRIQUE FUENTES MIRANDA, and;
 - (d) MARIA DEL PILAR FUENTES MIRANDA. *Exhibits 3, 4, and 5*.
8. JOHN DOE and RICHARD ROE are included as possible unknown heirs to the Estates mentioned before.
9. According to *P.R. Laws Ann.*, Article 959, (Sec. 2787), defendants have 30 days to either accept or reject their participation in the Estate(s) to which they lawfully belong. If no answer is received within said period, their participation shall be deemed as accepted.
10. It was expressly stipulated in the notes evidencing the indebtedness that default in the payment of any part of the

covenant or agreement therein contained will authorize the plaintiff, as payee of said notes, to declare due and payable the total amount of the indebtedness evidenced by said notes and proceed with the execution and/or foreclosure of the mortgages.

11. The defendant party herein, jointly and severally, has failed to comply with the terms of the mortgage contracts by failing to pay the installments due on all notes until the present day, and that after declaring all the indebtedness due and payable, the defendant party owes to the plaintiff, according to the Certification of Indebtedness included herein as *Exhibit 6*, the following amounts, as to May 13, 2020:

- a) On the \$100,000.00 Note:

- 1) The sum of \$93,548.18, of principal;
- 2) The sum of \$9,780.26, of interest accrued, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$7.6889;
- 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.

12. The indebtedness evidenced by the aforementioned notes is secured by the mortgages over the properties described in

this complaint.

13. Codefendant MARIELA MARITZA MIRANDA RECIO a/k/a MARIELA M. MIRANDA RECIO is not currently active in the military service for the United States. Plaintiff is unable to provide a "Status Report pursuant to Servicemembers Civil Relief Act" for the remainig codefendants since we do not know their social security numbers. See *Exhibit 7*.

14. The real estate properties mentioned before are subject to the following liens in the rank indicated:

(A) Property 275:

1) Recorded liens with preference or priority over mortgage herein included:

a) LAWSUIT ANNOTATION: Executed in the Superior Court of Puerto Rico in Ponce, civil case #65-1660, on May 28th, 1965, for reason of filiation and inheritance claim by Luis Antonio Mejías represented by his mother with custody, Isabel Mejías, plaintiff, versus the succession Manuel Soldevila Ferrer composed by Jorge Luis Soldevila as executor and his children Angel Rafael; Carmen; Nereida; Manuel Antonio; Jesús; Rosa Ivette; Hilda; Gladys and Jaime and his widow Ana Matilde Martínez, defendant, recorded on August 2nd, 1966 at margin of overleaf of page 2 of volume 92 of Juana Diaz, property number 275.

2) Junior Liens with inferior rank or priority over mortgage herein included:

a) FEDERAL TAX LIEN: Recorded at book number 6, page 208, entry 4, filed on January 9th, 2008, notification number 411434207, against A. Fuentes Agostini, Social Security number XXX-XX-9434, in the amount of \$1,332.66.

(B) Property 4,348:

1) Recorded liens with preference or priority over mortgage herein included:

a) LAWSUIT ANNOTATION: Executed in the Superior Court of Puerto Rico in Ponce, civil case #65-1660, on May 28th, 1965, for reason of filiation and inheritance claim by Luis Antonio Mejías represented by his mother with custody, Isabel Mejias, plaintiff, versus the succession Manuel Soldevila Ferrer composed by Jorge Luis Soldevila as executor and his children Angel Rafael; Carmen; Nereida; Manuel Antonio; Jesús; Rosa Ivette; Hilda; Gladys and Jaime and his widow Ana Matilde Martínez, defendant, recorded on August 2nd, 1966 at margin of page 19 of volume 111 of Juana Diaz, property number 4,348.

2) Junior Liens with inferior rank or priority over mortgage herein included:

b) FEDERAL TAX LIEN: Recorded at book number 6, page 208, entry 4, filed on January 9th, 2008, notification number 411434207, against A. Fuentes Agostini, Social Security number XXX-XX-9434, in the amount of \$1,332.66.

(C) Property 4,349:

1) Recorded liens with preference or priority over mortgage herein included:

a) LAWSUIT ANNOTATION: Executed in the Superior Court of Puerto Rico in Ponce, civil case #65-1660, on May 28th, 1965, for reason of filiation and inheritance claim by Luis Antonio Mejías represented by his mother with custody, Isabel Mejias, plaintiff, versus the succession Manuel Soldevila Ferrer composed by

Jorge Luis Soldevila as executor and his children Angel Rafael; Carmen; Nereida; Manuel Antonio; Jesús; Rosa Ivette; Hilda; Gladys and Jaime and his widow Ana Matilde Martínez, defendant, recorded on August 2nd, 1966 at margin of page 19 of volume 111 of Juana Diaz, property number 4,348.

2) Junior Liens with inferior rank or priority over mortgage herein included:

a) FEDERAL TAX LIEN: Recorded at book number 6, page 208, entry 4, filed on January 9th, 2008, notification number 411434207, against A. Fuentes Agostini, Social Security number XXX-XX-9434, in the amount of \$1,332.66.

15. The United States of America is included as a party of interest in this action because, according to the Title Searches above-mentioned, there is a Federal Tax Lien affecting the properties to be foreclosed. *See Exhibits 3, 4, and 5.*

VERIFICATION

I, JACQUELINE LAZU LABOY, of legal age, married, executive and resident of Humacao, Puerto Rico, in my capacity as Director LRTF for the Farm Service Agency, San Juan, Puerto Rico, under the penalty of perjury, as permitted by Section 1746 of Title 28, United States Code, declare and certify:

1) My name and personal circumstances are stated above;

2) I subscribed this complaint as the legal and authorized

representative of the plaintiff;

3) Plaintiff has a legitimate cause of action against the defendants above named which warrants the granting of relief requested in said complaint;

4) Defendants are a necessary and legitimate party to this action in view of the fact that they originated or assumed the mortgage obligation subject of this foreclosure, or bought the property subject to said mortgage;

5) From the information available to me and based upon the documents in the Farm Service Agency, it appears that defendants have not been declared incompetent by a court of justice with authority to make such a declaration;

6) I have carefully read the allegations contained in this complaint and they are true and correct to the best of my knowledge and to the documents contained in the files of the Farm Service Agency;

7) I have carefully examined the Exhibits included to this complaint which are true and correct copies of the originals. The mortgage deeds have been duly recorded in the Property Registry.

I make the foregoing declaration under penalty of perjury, as permitted under Section 1746 of Title 28, United States Code.

In San Juan, Puerto Rico, this 30 of November, 2020.


JACQUELINE LAZU LABOY

PRAYER

WHEREFORE, the plaintiff demands judgment as follows:

a) That defendant's party pays unto the plaintiff the amounts claimed on this complaint;

b) Or in default thereof that all legal right, title and interest which the defendants may have in the property described in this complaint and any building or improvement thereon be sold at public auction and that the monies due to the United States as alleged in the preceding paragraphs be paid out of the proceeds of said sale;

c) That the defendants and all persons claiming or who may claim by, from or under them be absolutely barred and foreclosed from all rights and equity of redemption in and to said property;

d) That if the proceeds of such sale be insufficient to cover the amounts specified under paragraph 16 of this prayer, said defendant be adjudged to pay to the United States the total amount of money remaining unsatisfied to said paragraph (a) of this prayer, and execution be issued forthwith against said defendants for the payment of said deficiencies against any of the properties of said defendants;

e) That if the proceeds of said sale exceed the sum of money to be paid to the United States as aforesaid, any such excess be deposited with the Clerk of this Court subject to further orders from the Court;

f) That once the property is auctioned and sold, the Clerk

of this Court issue a writ addressed to the Registry of the Property ordering the cancellation of the foreclosed mortgage and of any other junior liens recorded therein;

g) For such further relief as in accordance with law and equity may be proper.

In Guaynabo, Puerto Rico, on December 1 , 2020.

/s/ Juan Carlos Fortuño Fas
JUAN CARLOS FORTUÑO FAS
USDCPR 211913

FORTUÑO & FORTUÑO FAS, C.S.P.
P.O. BOX 3908
GUAYNABO, PR 00970
TEL. 787-751-5290
FAX. 787-751-6155
Email: dcfilings@fortuno-law.com

Form Approved - OMB No. 0560-0237
(See Page 3 for Privacy Act and Public Burden Statements.)

This form is available electronically.

| | | | | |
|--|--------------------|---|--|----------------------------|
| FSA-2026 (09-07-10) | | U.S. DEPARTMENT OF AGRICULTURE Farm Service Agency | | Position 2 |
| PROMISSORY NOTE | | | | |
| 1. Name Fuentes Agostini, Antonio Enrique | | 2. State Puerto Rico | | 3. County Ponce |
| 4. Case Number 63-033-581049434 | 5. Fund Code 41 | 6. Loan Number 01 | | 7. Date August 24, 2012 |
| 8. TYPE OF ASSISTANCE FO | | 9. ACTION REQUIRING PROMISSORY NOTE: <input checked="" type="checkbox"/> Initial loan <input type="checkbox"/> Conservation easement <input type="checkbox"/> Deferred payments <input type="checkbox"/> Consolidation <input type="checkbox"/> Rescheduling <input type="checkbox"/> Debt write down <input type="checkbox"/> Subsequent loan <input type="checkbox"/> Reamortization | | |

10. FOR VALUE RECEIVED, the undersigned borrower and any cosigners jointly and severally promise to pay to the order of the United States of America Department of Agriculture, acting through the Farm Service Agency (Government), or its assigns, at its office in (a) Santa Maria SHPG CTR Suite 203 Ponce PR or at such other place as the Government may later designate in writing, the principal sum of (b) one hundred thousand

dollars (c) \$ 100,000.00, plus interest on the unpaid principal balance at the RATE of (d) three

percent (e) 3.00 % per annum. If this note is for a Limited Resource loan (indicated in Item 8) the Government may **CHANGE THE RATE OF INTEREST** in accordance with its regulations, by giving the borrower thirty (30) days prior written notice by mail to the borrower's last known address. The new interest rate shall not exceed the highest rate established in the Government's regulations for the type of loan indicated in Item 8.

11. Principal and interest shall be paid in (a) 41

installments as indicated below, except as modified by a different rate of interest on or before the following dates:

| (b) Installment amount | (c) Due Date | (b) Installment amount | (c) Due Date |
|------------------------|--------------|------------------------|--------------|
| \$ 1,500.00 | 1/1/2013 | \$ | |
| \$ 4,327.00 | 1/1/2014 | \$ | |
| \$ | | \$ | |
| \$ | | \$ | |

and (d) \$ 4,327.00 thereafter on the (e) 1st day of each (f) January until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable (g) forty (40) years from the date of this note, and except that prepayments may be made as provided below. The consideration for this note shall also support any agreement modifying the foregoing schedule of payments.

12. If the total amount of the loan is not advanced at the time of loan closing, the loan funds shall be advanced to the borrower as requested by the borrower and approved by the Government. Approval by the Government will be given, provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from the actual date disbursed.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

Initial AEFA Date 28.24.2012
MNMK 03.24.2012

amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the loan evidenced by this note and be immediately due and payable by the Borrower to the Government without demand.

14. Every payment made on any indebtedness evidenced by this note shall be applied according to priorities set in 7 CFR Part 765, or any successor regulation.

15. Prepayment of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments shall, after payment of interest, be applied to the last installments to become due under this note and shall not affect the obligation of the Borrower to pay the remaining installments as scheduled in this note.

16. Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, the Borrower will operate such property as a farm.

17. If "Debt Write Down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in Item 9, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of, the unpaid principal and interest on the following described notes or assumption agreements under new terms:

| (a) FUND CODE/ LOAN NO. | (b) FACE AMOUNT | (c) INTEREST RATE | (d) DATE (MM-DD-YYYY) | (e) ORIGINAL BORROWER | (f) LAST INSTALL. DUE (MM-DD-YYYY) |
|-------------------------------|--------------------|----------------------|-----------------------------|--------------------------|---|
| | \$ | % | | | |
| | \$ | % | | | |
| | \$ | % | | | |
| | \$ | % | | | |
| | \$ | % | | | |
| | \$ | % | | | |
| | \$ | % | | | |

18. Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidation, write down, rescheduling, or reamortization. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

19. If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and period of time, the Borrower will, at the Government's request, apply for and accept a loan in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. The provisions of this paragraph do not apply if the loan represented by this promissory note was made to the Borrower as a nonprogram loan or a Conservation Loan.

Initial AEFA Date 08-24-2012
MMNR 08-11-2012

J9-07-10)

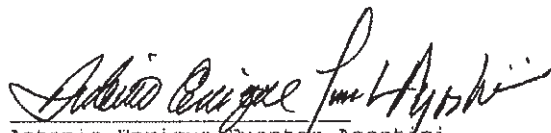
Page 3 of 3

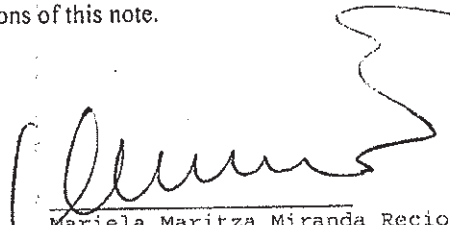
The Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as provided in 7 CFR Part 1940, subpart G, Exhibit M, or any successor regulation.

21. Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute DEFAULT under this and any other instrument evidencing a debt of the Borrower owing to the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. Upon such default, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

22. This note is given as evidence of a loan to the Borrower made by the Government pursuant to the Consolidated Farm and Rural Development Act and for the type of loan as indicated in Item 8. This note shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions of this note.

23. Presentment, protest, and notice are waived.


Antonio Enrique Fuentes Agostini


Mariela Maritza Miranda Recio

NOTE

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. 552a - as amended). The authority for requesting the information identified on this form is the Consolidated Farm and Rural Development Act, as amended (7 U.S.C. 1921 et seq.). The information will be used to determine eligibility and feasibility for loans and loan guarantees, and servicing of loans and loan guarantees. The information collected on this form may be disclosed to other Federal, State, and local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in the applicable Routine Uses identified in the System of Records Notice for USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information may result in a denial for loans and loan guarantees, and servicing of loans and loan guarantees. The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0237. The time required to complete this information collection is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

NOTA DE SACA: Hoy día de su otorgamiento expedí primera copia certificada de esta escritura a: **USDA, FARM SERVICE AGENCY**
 Parte interesada, Doy FE-----

-----NOTARIO PÚBLICO-----

-----NUMBER ONE HUNDRED THIRTY THREE (133)-----

-----NÚMERO CIENTO TREINTA Y TRES (133)-----

-----VOLUNTARY MORTGAGE-----

-----HIPOTECA VOLUNTARIA-----

In Ponce, Puerto Rico, at twenty four (24) days of the month of August of two thousand twelve (2012)-----

En Ponce, Puerto Rico, a los veinticuatro (24) días del mes de agosto de dos mil doce (2012)-----

-----BEFORE ME-----

-----ANTE MI-----

EFRAÍN BERMÚDEZ RIVERA, Attorney and Notary Public for the Island of Puerto Rico, with residence in Santa Isabel, , Puerto Rico,-

EFRAÍN BERMÚDEZ RIVERA, Abogado y Notario Público de la Isla de Puerto Rico con residencia en Santa Isabel, Puerto Rico,-

and office in Santa Isabel, , Puerto Rico-----

y oficina en Santa Isabel, , Puerto Rico-----

-----APPEAR-----

-----COMPARECEN-----

The persons named in paragraph SEVENTH of this mortgage-----
 Las personas nombradas en los párrafo SEPTIMO de esta hipoteca denominados-----

hereinafter called the "mortgagor" and whose personal circumstances-----
 de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales-----

appear from said paragraph-----

aparecen de dicho párrafo-----

I, the Notary, attest to the personal knowledge of the appearing parties, as well as to their -----
 Doy fe del conocimiento personal de los comparecientes, así como por sus -----

statements which I believe to be true of their age, civil status, profession and residence-----
 dichos de su edad, estado civil, profesión y vecindad-----

They assure me that they are in full enjoyment of their civil rights, and the free -----
 Aseguran hallarse en el pleno goce de sus derechos civiles, la libre -----

administration of their property, and they have, in my judgment, the necessary-----
 administración de sus bienes y teniendo a mi juicio la capacidad legal necesaria-----

legal capacity to grant this voluntary mortgage-----
 para este otorgar esta hipoteca voluntaria-----

-----WITNESSETH:-----

-----EXPONEN-----

FIRST: That the mortgagor is the owner of the farm or farms described in-----
 PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el -----

paragraph SIXTH of this mortgage, and of all rights and interest in the same-----
 párrafo SEXTO así como de todos los derechos e intereses en las mismas-----

here in after referred to as "the property"-----

denominada de aquí en adelante "los bienes"-----

SECOND: That the property mortgaged herein is subject to the liens-----

SEGUNDO: Que los bienes aquí hipotecados están afectos a los gravámenes -----

specified in paragraph SIXTH herein-----

que se especifican en el párrafo SEXTO-----

THIRD: That the mortgagor has become obligated to the United States-----

TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos -----

of América, acting through the Farm Service Agency,-----
 de América, actuando por conducto de la Agencia de Servicio al Agricultor, -----

herein after called the "mortgagee" in connection with-----
 denominado de aquí en adelante el "acreedor hipotecario", en relación con-----
 a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s)-----
 un préstamo o préstamos evidenciado por uno o más pagarés o convenio de subrogación-----



hereinafter called "the note" whether one or more.
denominado en adelante el "pagaré" se in uno o más.

FOURTH: The mortgagor is **ANTONIO ENRIQUE FUENTES AGOSTINI Y MARIELA M. MIRANDA RECIO**
("Borrowers").

CUARTO: El deudor hipotecario es **ANTONIO ENRIQUE FUENTES AGOSTINI Y MARIELA M. MIRANDA RECIO**
("Deudores").

This Security Instrument is given to the United States of América acting through the
El deudor hipotecario otorga este instrumento de Garantía a los Estados Unidos de

Farm Service Agency or successor agency, United States Department of Agriculture
América por medio de la Oficina de Servicio al Agricultor o su agencia sucesora,

(ALender@) whose address is Farm Service Agency, c/o Centralized Servicing Center,

El Departamento de Agricultura (Acreedor), cuya dirección es c/o Centralized Service

United States Department of Agriculture, P.O. Box 66889, St. Louis, Missouri 63166.
Center United States Department of Agriculture, P. O. Box 66889, St. Louis,
Missouri 63166.

Borrower is indebted to Lender under the following promissory notes and/or assumption
El Deudor le adeuda al Acreedor el siguiente pagaré y/o deuda asumida, en adelante

agreements (herein collectively called "Note") which have been executed or assumed by
denominados como El Pagaré, el cual ha sido otorgado o asumido por el Deudor y para el cual se

borrower and which provide for monthly payments, with the full debt, if not paid earlier, due and
han establecido pagos mensuales, los cuales tienen fecha de vencimiento para la deuda completa,

payable on the maturity date.
si no se paga con antelación.

FIFTH: That the note(s) referred to in paragraph THIRD
QUINTO: Que el (los) pagaré(s) a que se hace referencia en el párrafo TERCERO

of this mortgage is(are) described as follows:
de esta hipoteca es (son) descrito(s) como sigue:

"Promissory Note" executed in case number
"Pagaré" otorgado en el caso número 63-033-581-04-9434

fechado el día VEINTICUATRO (24) AGOSTO DEL DOS MIL DOCE (2012)

in the amount of
por la suma de **CIEN MIL DÓLARES (\$100,000.00)**

of principal plus
de principal más

interest over the unpaid balance at the rate of
intereses sobre el balance del principal adeudado a razón del **TRES PUNTO TRES CERO CERO POR CIENTO ANUAL**

() percent per annum,
(3.00 %) por ciento anual,

until the principal is totally paid according to the terms, installments,
hasta tanto su principal sea totalmente satisfecho según los términos, plazos, condiciones

conditions and stipulation contained in the promissory note and as agreed
y estipulaciones contenida en dicho pagaré y según acordados y convenidos

between the borrower and the Government, except that the final installment of the
entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí

entire debt herein evidenced, if not sooner paid, will be due
representada, de no haber sido satisfecho con anterioridad, vencerá y será pagadero

and payable
a los **CUARENTA AÑOS (40 años)**
years from the date of this promissory note.

años de la fecha de este pagaré.

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Dicho pagare ha sido otorgado como evidencia de un préstamo concedido por el-----
 Government to the borrower pursuant to the law of the Congress of the United-----
 Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estados-----
 States of America known as "Consolidated Farm and Rural Development Act-----
 Unidos de America denominada "Consolidated Farm and Rural Development Act-----
 Of 1961" or pursuant to "Title V of the Housing Act of 1949, as-----
 De 1961" o de conformidad con el "Title V of the Housing Act of 1949", según-----
 amended, and is subject to the present regulations of the Farm Service Agency-----
 han sido enmendadas y está sujeto a los presentes reglamentos de la Oficina de Servicio al-----
 and to its future regulations not inconsistent with the-----
 Agricultor y a los futuros reglamentos no inconsistentes con dicha-----
 express provisions thereof. Of which description, the authorizing Notary, GIVE FAITH-----
 Ley. De cuya descripción, yo, el Notario Autorizante, DOY FE.-----
 This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the-----
 Este Instrumento de Garantía le garantiza al Acreedor: (a) el pago de la deuda-----
 Note; (b) the payment of all other sums, with interest, advanced under paragraph NINTH-7 to----
 representada en el Pagaré; (b) el pago de cualquier otra suma, con los intereses dispuestos por el-----
 protect the property covered by this Security Instrument; (c) the performance of Borrower's-----
 párrafo NOVENO- 7 para proteger la Propiedad gravada por este Instrumento de Garantía; c) el-----
 covenants and agreements under this Security Instrument and the Note, and (d) the recapture-----
 cumplimiento de las obligaciones y acuerdos del Deudor bajo este Instrumento de Garantía y del-----
 of any payment assistance and subsidy which may be granted to the Borrower by the Lender-----
 Pagaré y (d) el recobro de cualquier ayuda y subsidio que pueda otorgarse al Deudor por parte de-----
 pursuant to 42 U.S.C. §§1472 (g) or 1490a. For this purpose, Borrower irrevocably grants and---
 el Acreedor, conforme a las disposiciones de 42 U.S.C. §§ 1472 (g) o 1490a. Con tal propósito,-----
 conveys to Lender the Real Estate property described in paragraph SIXTH-----
 el Deudor cede a favor del Acreedor la propiedad inmueble descrita en el párrafo SEXTO-----
 together with all the improvements now or hereafter erected on the property, and-----
 con sus presente y futuras mejoras y todas sus servidumbres, anejos y accesorios que-----
 all easements, appurtenances, and fixtures which now or hereafter are part of the property. All---
 ahora o de aquí en adelante formen parte de la Propiedad. Todos los cambios y añadiduras-----
 replacements and additions shall also be covered by this Security Instrument.-----
 estarán sujetas por este Instrumento de Garantía.-----
 All the foregoing is referred to in this Security Instrument as the "Property".-----
 Todo lo anterior se denomina en este Instrumento de Garantía como la "Propiedad".-----
 BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby -----
 EL DEUDOR MANIFIESTA que tiene posesión legal de la propiedad que en este acto se-----
 conveyed and has the right to grant and convey the Property and that the Property is-----
 traspasa y que tiene el poder legal de otorgar y traspasar la propiedad, la cual está libre de-----
 unencumbered, except for encumbrances of record. Borrower warrants and will defend generally
 gravámenes, con la excepción de gravámenes que surgen del Registro de la Propiedad. El-----
 the title to the Property against all claims and demands, subject to any encumbrances of record.--
 Deudor se obliga a defender el título de la Propiedad contra toda reclamación o demanda sujetas-
 a cualquier gravamen registral.-----
 SIXTH: That the property object of this deed and over which-----
 SEXTO: Que la propiedad objeto de la presente escritura y sobre la que se-----
 Voluntary mortgage is constituted, is described as follows:-----
 constituye Hipoteca Voluntaria, se describe como sigue:-----
 A.-----RUSTICA: (A) Porción de terreno sin nombre conocido
 que radica en el Barrio Collores, "Los Corrales" del término
 municipal de Juana Díaz, Puerto Rico, con una cabida de 47 cuerdas.



En linder por el NORTE, con Fernando Luis Toro; por el SUR, con Venancio Rodríguez y terrenos de Manuel Soldevila; por el ESTE, con Francisco Oliver y por el OESTE, con terrenos de Estados Unidos de América y de Manuel Soldevila.-----

-----Inscrita al folio número ciento cuarenta y seis (146), tomo número doscientos ochenta y dos (282) de Juana Díaz.-----

-----Número codificación 293-000-007-11-852.-----

-----Dicha finca identificada con la letra "A", esta valorada en \$100,000.00 y está tasada en \$100,000.00-----

-----RÚSTICA: (B) Predio de terreno radicado en el Barrio Collores, sitio Guaraguao, del término municipal de Juana Díaz, con una cabida de cinco (5) cuerdas. En linder por el NORTE, con la Sucesión Conqueran; por el SUR, con Pedro Juan Arévalo; por el ESTE, con Pascasio Rosaly y por el OESTE con Juan Castro.-----

-Inscrita al folio número seis (6) del tomo número doscientos treinta y ocho (238) de Juana Díaz, finca número cuatro mil trescientos cuarenta y ocho (4,348)-----

-----Número de codificación 293-000-007-10-000-----

-----Dicha finca identificada con la letra "B" esta valorada en \$25,000.00 y está tasada en \$25,000.00-----

-----RÚSTICA: (C) Predio de terreno que radica en el Barrio Collores, sitio "Corrales" del término municipal de Juana Díaz, con cabida de ocho (8) cuerdas. En linder por el NORTE, con Manuel Soldevila; por el SUR, con Eladio Pagan; por el ESTE, con Eladio Pagan y Caroberto Colón y por el OESTE, con la Sucesión de Venancio Rodríguez -----

Inscrita al folio número veintidos (22) del tomo número ciento once (111) de Juana Díaz, finca número cuatro mil trescientos cuarenta y nueve (4,349) -----

Número de codificación: 293-000-007-09-000-----

Dicha finca identificada con la letra "C" esta valorada en \$25,000.00 y está tasada en \$25,000.00-----

-Bower acquired the described property by purchase to

Adquirió el prestatario la descrita finca por compra a JOSÉ B. GIULIANI MALDONADO Y ANA H. MARIETTI DOMINICCI

pursuant to Deed Number
según consta de la Escritura Número CIENTO TREINTA Y DOS (132)

dated
de fecha VEINTICUATRO (24) DE AGOSTO DEL AÑO DOS MIL DOCE (2012)

executed in the city of
otorgada en las ciudad de PONCE, P.R.
before Notary
ante el Notario EFRAIN BERMÚDEZ RIVERA-----

Said property is liable at the burden that appeared in the Register of the Property of
Dicha Propiedad se encuentra sujeta a las cargas que aparecen en el Registro de la Propiedad
LIBRE DE CARGAS

SEVENTH: The parties appeared in the present deed as Mortgagors are:

SÉPTIMO: Que comparecen en la presente escritura como Deudore Hipotecarios;



JOSE B. GIULIANI MALDONADO Y ANA H. MARIETI, DOMINICCI, MAYORES DE EDAD, CASADOS ENTRE SI Y VECINOS DE JUANA DIAZ, P.R.

whose postal address is:

cuya dirección postal es: PO BOX 801021, COTTO LAUREL, P.R. 00780-1021.

EIGHTH: THIS SECURITY INSTRUMENT combines uniform covenants for national use and OCTAVO: ESTE INSTRUMENTO DE GARANTÍA combina los convenios uniformes para---

non-uniform covenants with limited variations by jurisdiction to constitute a uniform security--- uso nacional y los no uniformes con variaciones limitadas por jurisdicción para constituir un---

instrument covering real property.--- Instrumento de Garantía uniforme sobre la propiedad inmueble.---

NINTH: UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:--- NOVENO: ACUERDOS UNIFORMES. El Deudor y el Acreedor se obligan y mutuamente--- acuerdan lo siguiente:---

ONE (1) Payment of Principal and Interest; Payment and Late Charges.--- UNO (1) Pago de Principal e Interés; Pago y Cargos por Demoras.---

Borrower shall promptly pay when due the principal of and interest on the debt evidenced by--- El Deudor pagará prontamente a su vencimiento el principal y el interés de la deuda representada

the Note and any prepayment and late charges due under the Note.--- por el Pagaré y cualquier prepago y cargos por demoras adeudados bajo el Pagaré.---

TWO (2) Funds for Taxes and Insurance. Subject to applicable law or to a written waiver--- DOS (2) Fondos para Impuestos y Seguros. Sujeto a la ley aplicable o a un relevo escrito---

by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note,--- del Acreedor, el Deudor pagará al Acreedor en el día del vencimiento de cada pago mensual bajo

until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may--- el Pagaré, hasta su completo pago, una suma (Fondos) para: (a) impuestos anuales y tasaciones---

attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold--- territoriales con prioridad sobre este Instrumento de Garantía como gravamen a la Propiedad;---

payments or ground rents on the Property, if any; (c) yearly hazard or property insurance--- (b) arrendamientos anuales si algunos; c) primas anuales por daños a la Propiedad y (d) primas---

premiums; and (d) yearly flood insurance premiums, if any. These items are called "Escrow--- anuales por seguros de inundación, si alguno. Estas partidas se denominan Partidas de Plica. El---

Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the --- Acreedor podrá, en cualquier momento cobrar y retener Fondos que no excedan aquella ---

maximum amount a lender for a federally related mortgage loan may require for Borrower's--- cantidad máxima que pueda requerir un acreedor para un préstamo hipotecario federal para la---

escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended---

cuenta plica del Deudor bajo la Ley de procedimientos para transacciones de Bienes Raíces del---

from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law or federal regulation- 1974 (Real Estate Settlement Procedures Act of 1974) según enmendada periódicamente, 12---

that applies to the Funds sets a lesser amount. If so, Lender may at any time, collect and hold--- 12 U.S.C. § 2601 et seq. (RESPA), salvo que otra ley o reglamento federal aplicable establezca---

Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds--- un límite menor. En ese caso, el Acreedor podrá en cualquier momento, cobrar y retener los---

due on the basis of current data and reasonable estimates of expenditures of future Escrow Items depósitos por una cantidad que no exceda la cantidad menor. El Acreedor puede estimar la---

or otherwise in accordance with applicable law.--- cantidad de dineros vencidos a base de información actual y los estimados de gastos razonables--- por concepto de futuras Partidas de Plica o de otra forma conforme a la ley aplicable.---

The Funds shall be held by a federal agency (including Lender) or in an institution --- Los fondos se depositarán en una agencia federal (incluyendo al Acreedor) o en una---

whose deposits are insured by a federal agency, instrumentality, or entity. Lender shall apply--- institución cuyos depósitos estén asegurados por una agencia federal, instrumentalidad o entidad.



the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying--
El Acreedor utilizará los fondos para cubrir el pago de las Partidas de Plica. El Acreedor no-----

the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender--
podrá cobrarle al Deudor por depositary utilizar los fondos por analizar anualmente la cuenta ---

pays Borrower interest on the Funds and applicable law permits Lender to make such a charge---
plica o por verificar la partida de plica, salvo que el Acreedor le pague intereses al Deudor sobre-

however, Lender may require Borrower to pay a one-time charge for an independent real estate--
los fondos y que esté autorizado por la ley a tal pago. No obstante, el Acreedor podrá requerirle--

tax reporting service used by Lender in connection with this loan, unless applicable law-----
al Deudor que pague en una sola ocasión, un cargo por servicio independiente de informe-----

provides otherwise. Unless an agreement is made or applicable law requires interest to be paid,--
contributivo sobre bienes raíces utilizados por el Acreedor relacionado a este préstamo salvo que

Lender shall not be required to pay Borrower any interest or earnings on the Funds. -----
la ley aplicable indique lo contrario. Salvo que pacto en contrario o que la ley aplicable requiera-

Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds.----
que se paguen intereses, el Acreedor no tendrá que pagarle al Deudor intereses o ganancias sobre

Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing-----
los fondos. El Deudor y el Acreedor podrán acordar por escrito, sin embargo, que se pagarán ----

credits and debits to the Funds and the purpose for which each debit to the Funds was made-----
intereses por los fondos. El Acreedor le entregará al Deudor, sin cargo alguno, una contabilidad-

The Funds are pledged as additional security for all sums secured by this Security Instrument.---
anual de los Fondos, mostrando los créditos y débitos de los Fondos y el propósito de cada-----
débito. El Deudor pignora o da en prenda los Fondos como garantía adicional para todas las----
cantidades garantizadas en este Instrumento de Garantía.-----

If the Funds held by Lender exceed the amounts permitted to be held by applicable law,-----
Si los Fondos retenidos por el Acreedor exceden las cantidades autorizadas por ley,-----

Lender shall account to Borrower for the excess funds in accordance with the requirements-----
el Acreedor responderá ante el Deudor por la cantidad en exceso conforme a las disposiciones--

of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay--
de ley aplicables. Si en cualquier momento, la cantidad de los fondos retenidos por el Acreedor--

the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case,-----
no son suficientes para cubrir las Partidas en Plica, a su vencimiento, el Acreedor lo notificará --

Borrower shall pay to Lender the amount necessary to make up the deficiency.-----
por escrito al Deudor, y en cuyo caso, el Deudor pagará al Acreedor la cantidad necesaria para --
cubrir la deficiencia.-----

Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's---
El Deudor subsanará la deficiencia en no más de doce plazos mensuales, únicamente a opción--

sole discretion.-----
del Acreedor.-----

Upon payment in full of all sums secured by this Security Instrument, Lender shall-----
Al completo pago de las cantidades garantizadas en este Instrumento de Garantía, el-----

promptly refund to Borrower any Funds held by Lender. If Lender shall acquire or sell the-----
Acreedor reembolsará prontamente al Deudor, cualquier Fondo retenido por el Acreedor. En el---

Property after acceleration under paragraph NINTH- 22, Lender, prior to the acquisition or sale--
evento de que el Acreedor adquiera o venda la Propiedad luego de la aceleración dispuesta en el-

of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as credit--
párrafo NOVENO- 22, el Acreedor, previa la adquisición o venta de la Propiedad, utilizará-----

against the sums secured by this Security Instrument.-----
cualquier Depósito retenido por el Acreedor al momento de la adquisición o venta, como crédito
contra las cantidades garantizadas en este Instrumento de Garantía.-----

THREE (3) Application of payments. Unless applicable law or Lender's regulations-----
TRES (3) Aplicación de Pagos. Salvo que la ley aplicable o las reglamentaciones del Acreedor--

provide otherwise, all payments received by Lender under paragraph NINTH-1 and 2 shall be----

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indiquen otra cosa, todos los pagos recibidos por el Acreedor bajo el párrafo NOVENO -1 y 2 se
 applied in the following order of priority: (1) to advances for the preservation or protection of---
 aplicarán en el siguiente orden de prioridad: (1) adelantos para la preservación o protección de la
 the Property of enforcement of this lien; (2) to accrued interest due under the Note; (3) to-----
 Propiedad sujeta a gravamen; (2) para intereses acumulados vencidos bajo el Pagaré; (3) para el-
 principal due under the Note; (4) to amounts required for the escrow items under paragraph -----
 principal adeudado bajo el Pagaré; (4) para las cantidades requeridas bajo Plica bajo el párrafo---
 NINTH-2; (5) to late charges and other fees and charges.-----
 NOVENO-2; (5) para los cargos por demoras y otros cargos y estipendios.-----
 FOUR (4) Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and-----
 CUATRO (4) Cargos; Gravámenes. El Deudor pagará todos los impuestos, gravámenes, cargos,
 impositions attributable to the Property which may attain priority over this Security-----
 multas e imposiciones atribuibles a la Propiedad que puedan advenir prioritarias sobre este-----
 Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these-----
 Instrumento de Garantía y arrendamientos si alguno. El Deudor pagará estas obligaciones en la--
 obligations in the manner provided in paragraph NINTH-2, or if not paid in that manner,-----
 forma dispuesta por el párrafo NOVENO-2, o de lo contrario, el Deudor las pagará a su-----
 Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly-
 vencimiento a la persona a quien se le deba. El Deudor notificará puntualmente al Acreedor de--
 furnish to Lender all notices to be paid under this paragraph. If Borrower makes these payments
 todas las cantidades a pagarse bajo este párrafo. Si el Deudor hace estos pagos directamente, el-
 directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.-----
 Acreedor le expedirá puntualmente al Deudor los correspondientes recibos.-----
 Borrower shall promptly discharge any lien which has priority over this Security -----
 El Deudor cancelará puntualmente cualquier gravamen que tenga prioridad sobre este-----
 Instrument unless Lender has agreed in writing to such lien or Borrower: -----
 Instrumento de Garantía, salvo que el Acreedor haya consentido por escrito a tal gravamen; o el-
 (a) agrees in writing to the payment of the obligation secured by the lien in a manner-----
 Deudor (a) consienta por escrito pagar la obligación garantizada por este gravamen en forma---
 acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of---
 aceptable al Acreedor; (b) de buena fe proteste el gravamen o se defienda contra la imposición--
 the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement--
 del gravamen en procesos legales que en la opinión del Acreedor, actúan para impedir la-----
 of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender-----
 imposición del gravamen; o c) obtenga un acuerdo con el tenedor del gravamen, a satisfacción--
 subordinating the lien in this Security Instrument. If Lender determines that any part-----
 del Acreedor para subordinar el gravamen a este Instrumento de Garantía. Si el Acreedor-----
 of the Property is subject to a lien which may attain priority over this Security-----
 determina que cualquier parte de la Propiedad está sujeta a un gravamen que advenga prioritario-
 Instrument, Lender may give Borrower a notice identifying the lien.-----
 a este Instrumento de Garantía, el Acreedor podrá notificar al Deudor a los efectos de identificar-
 Borrower shall satisfy the lien or take one or more of the actions set forth above-----
 el gravamen. El Deudor cancelará el gravamen o procederá a tomar una o más de las acciones---
 within ten (10) days of the giving of the notice.-----
 previamente dispuestos dentro del plazo de diez (10) días luego de la notificación.-----
 Borrower shall pay to Lender such fees and other charges as may now or-----
 El Deudor pagará al Acreedor aquellos estipendios que ahora o en el futuro sean-----
 hereafter be required by regulations of Lender, and pay or reimburse Lender for all Lender's---
 requeridos por la reglamentación del Acreedor y le pagará o reembolsará al Acreedor todos los---
 fees, costs, and expenses in connection with any full or partial release or subordination of-----
 costos, honorarios y gastos relacionados con cualquier relevo total o parcial o la subordinación--
 this instrument or any other transaction affecting the property.-----

de esta garantía o cualquier otra transacción que afecte esta Propiedad.

FIVE (5) Hazard or Property Insurance. Borrower shall keep the improvements now-----
CINCO (5) Seguro sobre la Propiedad o Daños. El Deudor mantendrá las mejoras existentes o-----

existing or hereafter erected on the Property insured against loss by fire, hazards include-----
las que sean construidas en la Propiedad en el futuro, aseguradas contra pérdidas ocasionadas-----

within the term "extended coverage" and any other hazards, including floods or flooding-----
por fuegos, daños incluidos dentro del término extendido de cubierta y otros daños, incluyendo-----

for which Lender requires insurance. This insurance shall be maintained in the amounts and for-----
inundaciones, para los cuales el Acreedor requiera seguro. Este seguro deberá mantenerse en ----

periods that Lender requires. The insurer providing the insurance shall be chosen by Borrower---
vigor con las mismas especificaciones, límites y cubiertas requeridos por el Acreedor. El Deudor

subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to-----
escogerá el asegurador sujeto al consentimiento del Acreedor, cuya aprobación no será denegada

maintain coverage described above, at Lender's option Lender may obtain coverage to protect---
irrazonablemente. Si el Deudor incumpliera en mantener vigente la cubierta descrita -----

Lender's rights in the Property pursuant to paragraph NINTH-7.-----
anteriormente, el Acreedor puede procurarse la cubierta para proteger los derechos del Acreedor-
sobre la Propiedad, en conformidad con lo dispuesto en el párrafo NOVENO-7.-----

All insurance policies and renewals shall be in a form acceptable to Lender and shall-----
El Acreedor entregará todas las pólizas de seguros y sus renovaciones e incluirá una-----

include a standard mortgage clause. Lender shall have the right to hold the policies and-----
cláusula convencional de hipoteca. El Acreedor tendrá derecho a poseer las pólizas y sus-----

renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid-----
renovaciones. A requerimiento del Acreedor, el Deudor puntualmente le entregará todos los-----

premiums and renewal notices. In the event of loss, Borrower shall give prompt notice-----
recibos de pagos de primas, así como las notificaciones de renovaciones. En el evento de una-----

to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by-----
pérdida, el Deudor le notificará prontamente al asegurado y al Acreedor. El Acreedor podrá-----

Borrower.-----
hacer reclamación de pérdida si el Deudor no actúa diligentemente.-----

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be-----
Salvo pacto por escrito en contrario entre el Acreedor y el Deudor, los productos de la-----

applied to restoration or repair of the Property damaged, if the restoration or repair is-----
póliza podrán ser aplicados para restaurar o reparar los daños a la Propiedad, si la restauración o

economically feasible or Lender's security is not lessened. If the restoration or repair is not-----
reparación es viable económicamente y no se afecta la garantía del Acreedor. Si la restauración o

economically feasible or Lender's security would be lessened, the insurance proceeds shall be---
reparación no es económicamente viable, o si se afecta la garantía del Acreedor, el producto de -

applied to the sums secured by this Security Instrument, whether or not then due,-----
la póliza será aplicado al pago de las sumas garantizadas por este Instrumento de Garantía -----

with any excess paid to Borrower. If Borrower abandons the Property, or does not answer-----
aunque estén vencidas o no, y cualquier sobrante será pagadero al Deudor. Si el-----

within thirty (30) days a notice from Lender that the insurance carrier has offered to settle-----
Deudor abandona la Propiedad, o no contesta dentro del término de treinta (30) días la -----

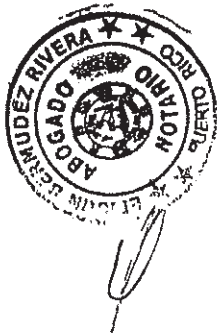
a claim, then Lender may collect the insurance proceeds.-----
notificación del Acreedor sobre una oferta de transacción presentada por el asegurador, el-----
Acreedor podrá cobrar el producto de la póliza.-----

Lender may use the proceeds to repair or restore the Property or to pay sums secured-----
El Acreedor podrá utilizar el producto de la póliza para restaurar o reparar la Propiedad o para---

by this Security Instrument, whether or not then due. The thirty (30) day period will begin-----
pagar las sumas garantizadas por este Instrumento de Garantía estén o no vencidas estas sumas.

when the notice is given.-----
El período de treinta días comenzará cuando se entregue la notificación.-----

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Unless Lender and Borrower otherwise agree in writing, any application of the proceeds-----
 Salvo pacto por escrito en contrario entre el Acreedor y el Deudor, cualquier aplicación-----

to principal shall not extend or postpone the due date of the monthly payments referred to-----
 del producto al principal, no tendrá el efecto de extender ni posponer la fecha de vencimiento, ni

in paragraph NINTH-1 and 2 or change the amount of the payments. If after acceleration the-----
 la cantidad de los pagos mensuales referidos en el párrafo NOVENO-1 y 2, ni de cambiar la ----

Property is acquired by Lender, Borrower's right to any insurance policies and proceeds-----
 cantidad de los pagos. Si después de la aceleración, la Propiedad es adquirida por el Acreedor, el

resulting from damage to the Property prior to the acquisition shall pass to Lender to the-----
 derecho del Deudor al producto de las pólizas de seguro resultante del daño a la Propiedad antes

extent of the sums secured by this Security Instrument immediately prior to the-----
 de la adquisición, pasará al Deudor, hasta el monto de las cantidades garantizadas por este-----

acquisition.-----
 Instrumento de Garantía inmediatamente antes de la adquisición.-----

SIX (6) Preservation, Maintenance, and Protection of the Property, Borrower's Loan-----
 SEIS (6) Conservación, Mantenimiento y Protección de la Propiedad.-----

Application; Leaseholds-----
 Solicitud de Préstamo del Deudor; Arrendamientos-----

Borrower shall not destroy, damage or impair the Property, allow the Property-----
 El Deudor no destruirá, dañará ni menoscabará la Propiedad, ni permitirá su-----

deteriorate, or commit waste on the Property. Borrower shall maintain the improvements in-----
 deterioro ni ruina. El Deudor mantendrá todos las mejoras en buen estado y realizará todas las---

good repair and make repairs required by Lender. Borrower shall comply with all laws,-----
 reparaciones que requiera el Acreedor. El Deudor cumplirá con todas las leyes, ordenanzas y---

ordinances and regulations affecting the Property. Borrower shall be in default if any-----
 reglamentos que afectan la Propiedad. El Deudor incurrirá en incumplimiento en caso de que se-

forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith-----
 inste cualquier procedimiento civil o criminal o acción de ejecución que en el juicio de buena fe-

judgement could result in forfeiture of the Property or otherwise materially impair the lien-----
 del Acreedor pueda tener como resultado la ejecución de la Propiedad o pueda afectar-----

created by this Security Instrument or Lender's security interest. Borrower may-----
 esta Garantía.-----

cure such a default by causing the action or proceeding to be dismissed with a ruling that, in-----
 El Deudor podrá subsanar el incumplimiento llevando un procedimiento de acción de-----

Lender's good faith determination, precludes forfeiture of the Borrower's interest in the-----
 desestimación, cuya determinación, que a juicio de buena fe del Acreedor, evite la ejecución del-

Property or other material impairment of the lien created by this Security Instrument or-----
 interés del Deudor en la Propiedad o que afecte materialmente el gravamen creado a favor del ---

Lender's security interest. Borrower shall also be in default if Borrower, during the loan-----
 Acreedor por este Instrumento de Garantía. El Deudor incurrirá en incumplimiento si el Deudor,

application process, gave materially false or inaccurate information or statements to Lender-----
 durante el proceso de solicitud del préstamo, suministró información o afirmaciones incorrectas

(or failed to provide Lender with any material information) in connection with the loan-----
 o materialmente falsas al Acreedor, (u omitió someter información material al Acreedor)-----

evidenced by the Note. If this Security Instrument is on a leasehold, Borrower shall comply with
 relacionada con el préstamo evidenciado por el pagaré. Si el Instrumento de Garantía es sobre -

all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold-----
 un arrendamiento, el Deudor cumplirá con todas las disposiciones del contrato de arrendamiento.

and the fee title shall not merge unless Lender agrees to the merger in writing.-----
 Si el Deudor adquiere títulos en pleno dominio de la Propiedad, no adquirirá dominio hasta tanto
 el Acreedor consienta por escrito.-----

SEVEN (7) Protection of Lender's Rights in the Property-----

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SIETE (7) Ejecución de los Derechos del Acreedor a la Propiedad-----

If Borrower fails to perform the covenants and agreements contained in this Security-----
 Si el Deudor no cumple con todas los convenios y acuerdos contenidos en este Instrumento de-----

Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the-----
 Garantía, o si se insta un procedimiento legal que pueda afectar significativamente el derecho-----

Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to-----
 del Acreedor a la Propiedad, tales como (procedimiento de quiebra, validación testamentaria, -----

enforce laws or regulations), then Lender may do and pay for whatever is necessary to-----
 expropiación, ejecución o para cumplimiento de leyes y reglamentos), el Acreedor podrá,-----

protect the value of the Property and Lender's rights in the Property.-----
 aunque no viene obligado, tomar acción y pagar lo que sea necesario para proteger el valor de la
 Propiedad y los derechos del Acreedor en la Propiedad.-----

Lender's actions may include paying any sums secured by a lien, which has priority over this----
 Las acciones del Acreedor pueden incluir el pago de cualquier suma asegurada por un gravamen

Security Instrument, appearing in court, paying reasonable attorney's fees and entering on-----
 con prioridad sobre esta Hipoteca, comparecer a corte, pagar honorarios de abogado razonables

the Property to make repairs. Although Lender may take action under this paragraph NINTH-7,--
 y realizar reparaciones a la Propiedad. A pesar de que el Deudor puede tomar acción bajo este ---

Lender is not required to do so.-----
 párrafo NOVENO-7, no está obligado a hacerlo.-----

Any amounts disbursed by Lender under this paragraph NINTH-7 shall become additional-----
 Todas las sumas desembolsadas por el Acreedor bajo este párrafo NOVENO-7, constituirán una-

debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to-----
 deuda adicional para el Deudor, garantizadas por este Instrumento de Garantía. Salvo que el ----

other terms of payment, these amounts shall bear interest from the date of the disbursement at-----
 deudor y el Acreedor acuerden otros términos de pago, estas cantidades devengarán intereses ----

the Note rate and shall be payable, with interest, upon notice from Lender to Borrower-----
 desde la fecha del desembolso al tipo de interés pactado en el Pagaré y serán pagaderos con-----

requesting payment.-----
 interés a requerimiento de pago del Acreedor.-----

EIGHT (8) Refinancing-----
OCHO (8) Refinanciamiento-----

If at any time it shall appear to Lender that Borrower may be able to obtain a loan from a-----
 Si en cualquier momento, el Acreedor entiende que el Deudor puede obtener un préstamo de una

responsible cooperative or private credit source, at reasonable rates and terms for loans-----
 cooperativa responsable o fuentes de crédito privadas a unos tipos de términos de préstamo -----

for similar purposes, Borrower will, upon the Lender's request, apply for and accept such loan---
 razonables para propósitos similares, el Deudor, a solicitud del Acreedor, deberá solicitar -----

in sufficient amount to pay the note and any indebtedness secured hereby in full.-----
 y aceptar tal préstamo en cantidad suficiente para saldar el Pagaré y cualquier deuda garantizada.

NINE (9) Inspection-----
NUEVE (9) Inspección-----

Lender or its agents may make reasonable entries upon and inspections of the-----
 El Acreedor o su representante autorizado podrá realizar inspecciones razonables de la-----

Property. Lender shall give Borrower notice at the time of or prior to an inspection-----
 Propiedad con notificación previa al momento de la inspección, especificando la razón de tal-----

specifying reasonable cause for the inspection.-----
 Inspección.-----

TEN (10) Condemnation-----
DIEZ (10) Expropiación-----

The proceeds of any award or claim for damages, direct or consequential, in connection-----
 El producto de cualquier sentencia o cualquier reclamación de daño directo o causados-----

with any condemnation or other taking of any part of the Property, or for conveyance in lieu of--

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por expropiación total o parcial de la Propiedad o dación en pago por la presente son cedidos y--
condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of--
serán pagaderos al Acreedor. En caso de la expropiación total de la Propiedad, el producto de la--
Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether--
sentencia será aplicado a la suma total garantizada por este Instrumento de Garantía, esté o no--
or not due, with any excess paid to Borrower. In the event of a partial taking of the Property-----
vencida y cualquier sobrante será pagadero al Deudor. En caso de una expropiación parcial de la--
in which the fair market value of the Property immediately before the taking is equal to or-----
Propiedad cuando el valor razonable de la Propiedad en el mercado inmediatamente antes de la--
greater than the amount of the sums secured by this Security Instrument immediately before-----
expropiación sea igual o mayor que la suma de las cantidades garantizadas por este Instrumento
the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this-----
de Garantía o inmediatamente antes de la expropiación, y salvo pacto por escrito en contrario,-----
Security Instrument shall be reduced by the amount of the proceeds multiplied by the following--
las sumas garantizadas por este Instrumento de Garantía se reducirán por la cantidad del-----
fraction: (a) the total amount of the sums secured immediately before the taking divided by-----
producto multiplicado por la siguiente fracción (a) la suma total de las cantidades aseguradas ----
(b) the fair market value of the Property immediately before the taking.-----
inmediatamente antes de la expropiación divididas entre (b) el valor razonable del mercado de la
Propiedad inmediatamente antes de la expropiación.-----
Any balance shall be paid to Borrower. In the event of partial taking of the Property in which the
Cualquier sobrante será pagadero al Deudor. En el caso de una expropiación parcial de una-----
fair market value of the Property immediately before the taking is less than the amount of the---
Propiedad en que el valor razonable en el mercado de la Propiedad inmediatamente antes de la---
sums secured hereby immediately before the taking, unless Borrower and Lender-----
expropiación sea menor que la suma de las cantidades garantizadas inmediatamente antes de la--
otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be-----
expropiación y salvo pacto por escrito en contrario entre el Deudor y el Acreedor, o por-----
applied to the sums secured by this Security Instrument whether or not the sums-----
disposición de ley aplicable en contrario, el producto de la sentencia será aplicado a las sumas---
are then due.-----
garantizadas por este Instrumento de Garantía aunque no estén vencidas.-----
If Property is abandoned by Borrower, or if, after notice by Lender to Borrower that-----
Si la Propiedad es abandonada por el Deudor, o si luego del Deudor haber recibido-----
the condemnor offers to make an award or settle a claim for damages, Borrower-----
notificación del Acreedor, a los efectos de que el expropiante ha hecho una oferta de sentencia o--
fails to respond within thirty (30) days after the date the notice is given, Lender is-----
para transigir la reclamación de daños, el Deudor no responde dentro del término de 30 días del--
authorized to collect and apply the proceeds, at its option, either to the restoration or-----
término de la notificación, el Acreedor, por la presente queda autorizado a cobrar y a aplicar---
repair of the Property or to the sums secured by this Security Instrument, whether or-----
dichas sumas a su opción, a restaurar o reparar la Propiedad, o como abono a las sumas-----
not then due. Unless Lender and Borrower otherwise agree in writing, any application-----
garantizadas por este Instrumento de Garantía estén o no vencidas. Salvo pacto por escrito en---
of proceeds to principal shall not extend or postpone the due date of the monthly-----
contrario entre el Acreedor y el Deudor, la aplicación de estos pagos al principal no tendrá el---
payments referred to in paragraph NINTH-1 and 2 or change the amount of such payments.-----
efecto de extender ni posponer las fechas de vencimiento de los pagos mensuales mencionados--
en el párrafo NOVENO-1 y 2, ni de cambiar las cantidades de los pagos.-----
ELEVEN (11) Borrower Not Released: Forbearance By Lender Not a Waiver-----
ONCE (11) El Deudor no se Libera; Incumplimiento del Deudor no es Releva-----
Extension of the time for payment or modification of the sums secured by this-----
Cualquier prórroga del término de pago o modificación de los términos de amortización-----

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Security Instrument granted by Lender to Borrower and any successor in interest of-----
de las sumas garantizadas por esta Hipoteca concedidos por el Acreedor al Deudor o cualquier-----

Borrower shall not operate to release the liability of the original Borrower or Borrower's-----
cesionario o sucesores en interés no tendrá el efecto de relevar al deudor original o a los-----

successors in interest. Lender shall not be required to commence proceedings against any-----
cesionarios o sucesores en interés del Deudor. El Acreedor no está obligado a instar acciones-----

successor in interest or refuse to extend time for payment or otherwise modify amortization-----
contra cualquier sucesor en interés o rehusarse a extender el período de pago, o de otro modo,-----

of the sums secured by this Security Instrument by reason of any demand made by the original-----
modificar los términos de amortización de las sumas garantizadas por este Instrumento de-----

Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising-----
Garantía. A requerimiento del Deudor original ni de ningún sucesor en interés del Deudor.-----

any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.-----
Cualquier abstención por parte del Deudor de ejercer derechos o remedios no se considerará una
renuncia ni impedirá el ejercicio de tal derecho o remedio.-----

TWELVE (12) Successors and Assigns Bound; Joint and Several Liability; Co-signers-----
DOCE (12) Sucesores y Cesionarios Obligados; Responsabilidad Solidaria; Codeudores-----

The covenants and agreements of this Security Instrument shall bind and benefit the-----
Los términos y condiciones de este Instrumento de Garantía serán obligatorios y beneficiarán a

successors and assigns of Lender and Borrower, subject to the provisions of paragraph-----
los sucesores y cesionarios del Acreedor y Deudor, de conformidad con lo dispuesto en el-----

NINTH-16-----
Párrafo NOVENO-16-----

Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs-----
Las obligaciones del Deudor serán solidarias. Cualquier Deudor que suscriba este Instrumento-----

this Security Instrument but does not execute the Note: (a) is co-signing this Security-----
de Garantía pero no el Pagaré: (a) firmará este Instrumento de Garantía con el propósito de-----

Instrument only to mortgage, grant and convey that Borrower's interest in the Property under-----
hipotecar, otorgar y representar que el Interés del Deudor en la Propiedad bajo este Instrumento-----

the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by-----
de Garantía; (b) no estará obligado personalmente a pagar la suma garantizada por este-----

this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to-----
documento y c) consiente a que el Acreedor y cualquier otro deudor acuerden extender,-----

extend, modify, forbear or make any accommodations with regard to the terms of this Security-----
modificar o renunciar o hacer cualquier arreglo relativo a los términos de este instrumento de-----

Instrument or the Note without that Borrower's consent.-----
Garantía o al Pagaré sin el consentimiento del Deudor.-----

THIRTEEN (13) Notices-----
TRECE (13) Notificación-----

Any notice to Borrower provided for in this Security Instrument shall be given by-----
Cualquier notificación al Deudor requerida por este Instrumento de Garantía se hará-----

delivering it or by mailing it by first class mail unless applicable law requires use of another-----
mediante entrega personal o por correo regular a menos que las leyes aplicables requieran otro-----

method. The notice shall be directed to the Property Address or any other address Borrower-----
método de notificación. La notificación será enviada a la dirección de la Propiedad o cualquier-----

designates by notice to Lender. Any notice to Lender shall be given by first class mail-----
otra dirección que el Deudor designe por notificación al Acreedor. Cualquier notificación al-----

to Lender's address stated herein or any other address Lender designates by notice to-----
Acreedor será mediante correo regular a la dirección del Acreedor aquí indicada o cualquier otra

Borrower. Any notice provided for in this Security Instrument shall be deemed to have-----
dirección que el Acreedor designe por notificación al Deudor. Cualquier notificación requerida-----

been given to Borrower or Lender when given as provided in this paragraph.-----
por este Instrumento de Garantía se considerará hecha al Deudor o Acreedor según dispuesto en-----

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este párrafo.-----

FOURTEEN (14) Governing Law; Severability-----
 CATORCE (14) Ley Aplicable; Separabilidad-----

This Security Instrument shall be governed by federal law. In the event that any-----
 Este Instrumento de Garantía se regirá por la Ley Federal. En caso de que cualquier-----

provision or clause of this Security Instrument or the Note conflicts with applicable law,-----
 disposición o cláusula de este Instrumento de Garantía o del Pagaré confluyan con la ley-----

such conflict shall not affect other provisions of this Security Instrument or the Note which-----
 aplicable, dicho conflicto no afectará otras disposiciones de este Instrumento de Garantía o del-----

can be given effect without the conflictive provision. To this end, the provisions of this Security-----
 Pagaré que puedan ponerse en vigor sin dicha disposición conflictiva. A estos fines, todas las-----

Instrument and the Note are declared to be severable. This instrument shall be subject to the-----
 disposiciones de este Instrumento de Garantía o del Pagaré se declaran separables. Este-----

present regulations of Lender, and to its future regulations not inconsistent with the-----
 Instrumento de Garantía estará sujeto a los reglamentos del Acreedor vigentes al presente o en el-----

express provisions hereof. All powers and agencies granted in this instrument are coupled-----
 futuro que no sean inconsistentes con las disposiciones del mismo. Todos los poderes-----

with an interest and are irrevocable by death or otherwise; and the rights and remedies-----
 concedidos en este Instrumento de Garantía conllevan interés y son irrevocables por causa de-----

provided in this instrument are cumulative to remedies provided by law.-----
 muerte o cualquier otra causa; y los derechos y remedios dispuestos en este Instrumento de-----
 Garantía podrán ser acumulados a los remedios dispuestos por ley.-----

FIFTEEN (15) Borrower's Copy. Borrower acknowledges receipt of one-----
 QUINCE (15) Copia del Deudor. El Deudor acusa recibo de copia del-----

conformed copy of the Note and of this Security Instrument.-----
 Pagaré y de este Instrumento de Garantía.-----

SIXTEEN (16) Transfer of the Property or a Beneficial Interest in Borrower. If all-----
 DIECISEIS (16) Traspaso de la Propiedad o Interés Beneficiario del Deudor. Si-----

or any part of the Property or any interest in it is leased for a term greater than three (3)-----
 todo o parte de la Propiedad o cualquier interés en ésta está arrendado por un término-----

years, leased with an option to purchase, sold, or transferred (or if a beneficial interest in-----
 mayor de tres (3) años con opción a compra, vendida o transferida (o si se vende o transfiere un-----

Borrower is sold or transferred and Borrower is not a natural person) without Lender's-----
 interés beneficiario en el Deudor y el Deudor no es una persona natural) sin el-----

prior written consent, Lender may, at its option, require immediate payment in full-----
 consentimiento previo y escrito del Acreedor, el Acreedor podrá, a su opción, requerir el-----

of all sums secured by this Security Instrument.-----
 pago inmediato de todas las cantidades garantizadas por este Instrumento de Garantía.-----

SEVENTEEN (17) Nondiscrimination-----
 DIECISIETE (17) No discriminación-----

If Borrower intends to sell or rent the Property or any part of it and has obtained-----
 Si el Deudor tiene intención de vender o arrendar la Propiedad en todo o en parte y ha-----

Lender's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower,-----
 obtenido el consentimiento del Acreedor; (a) ni el Deudor ni ninguna persona autorizada para-----

will refuse to negotiate for the sale or rental of the Property, or will otherwise make-----
 representar al Deudor podrá rehusarse a negociar la venta o arrendamiento de la Propiedad o la-----

unavailable or deny the Property to anyone because of race, color, religion, sex, national origin,-----
 hará inaccesible o negarle la Propiedad a ninguna persona por razón de raza, color, religión,-----

handicap, age, or familial status, and (b) Borrower recognizes as illegal and hereby disclaims-----
 sexo, nacionalidad, incapacidad, edad o estado civil y (b) el Deudor reconoce que es ilegal y por-----

and will not comply with or attempt to enforce any restrictive covenants on dwelling-----
 la presente rechaza y se obliga a no cumplir ni poner en vigor condición restrictiva alguna en una-----

relating to race, color, religion, sex, national origin, handicap, age or familial status.-----

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vivienda relacionada a raza, color, religión, sexo, nacionalidad, incapacidad, edad o estado civil.

EIGHTEEN (18) Sale of Note; Change of Loan Servicer-----
DIECIOCHO (18) Venta del Pagaré. Cambio de Proveedor de Préstamo-----

The Note or a partial interest in the Note; (together with this Security Instrument)-----
El Pagaré o cualquier interés parcial en el Pagaré (incluyendo este Instrumento de-----

may be sold one or more times without prior notice to Borrower. A sale may result in a change--
Garantía) pueden venderse una o más veces sin el consentimiento previo del Deudor. Esta venta--

in the entity (known as the "Loan Servicer") that collects monthly payments due under-----
puede tener como resultado un cambio en la entidad conocida como Proveedor de Préstamo que--

the Note and this Security Instrument. There also may be one or more changes of the Loan-----
cobra los pagos mensuales vencidos bajo el Pagaré y esta Hipoteca. También pueden darse-----

Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower-----
uno o más cambios de Proveedor de Préstamo no relacionados al Pagaré. En caso de ocurrir un--

will be given written notice of the change in accordance with paragraph 13 above-----
cambio de Proveedor de Préstamo, el Deudor recibirá notificación escrita del cambio de acuerdo

and applicable law. The notice will state the name and address of the new Loan Servicer-----
a lo dispuesto en el párrafo 13 y la ley aplicable. Esta notificación incluirá el nombre y la-----

and the address to which payments should be made.-----
dirección del nuevo Proveedor de Préstamo y la dirección donde deben enviarse los pagos.-----

NINETEEN (19) Uniform Federal Non-Judicial Foreclosure-----
DIECINUEVE (19) Ejecución Judicial Federal Uniforme-----

If a uniform federal non-judicial foreclosure law applicable to foreclosure of-----
En caso de adoptarse una ley federal uniforme para ejecuciones extra judiciales extensiva-----

this security instrument is enacted, Lender shall have the option to foreclose this-----
a la ejecución de este Instrumento de Garantía, el Acreedor tendrá la opción de ejecutar este-----

instrument in accordance with such federal procedure.-----
Instrumento de Garantía de conformidad con dichos procedimientos federales.-----

TWENTY (20) Hazardous Substances-----
VEINTE (20) Substancias Peligrosas-----

Borrower shall not cause or permit the presence, use, disposal, storage or release of-----
El Deudor no causará ni permitirá la presencia, uso, disposición, almacenaje o descarga de-----

any hazardous substances on or in the Property. The preceding sentence shall not apply to-----
substancias peligrosas en la Propiedad. Esta disposición no aplicará a la presencia, uso o-----

the presence, use, or storage on the Property of small quantities of hazardous substances that-----
almacenaje en la Propiedad de pequeñas cantidades de substancias peligrosas que generalmente-----

are generally recognized to be appropriate to normal residential uses and to maintenance of the--
se reconocen como apropiadas para el uso normal de una residencia y el mantenimiento de la-----

Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property-----
Propiedad. El Deudor no hará ni permitirá que nadie haga ningún acto que afecte la Propiedad o-----

that is in violation of any federal, state, or local environmental law or regulation.-----
que constituya una violación de una ley, reglamento ambiental federal, estatal o local.-----

Borrower shall promptly give Lender written notice of any investigation, claim,-----
El Deudor notificará por escrito al Acreedor de cualquier investigación, reclamación,-----

demand, lawsuit or other action by any government or regulatory agency or-----
requerimiento, demanda o cualquier otra acción instada por una agencia reguladora o-----

private party involving the Property and any hazardous substance or-----
gubernamental o persona particular relacionada a la Propiedad o la presencia de cualquier-----

environmental law or regulation which Borrower has actual knowledge.-----
substancia peligrosa o violaciones a la ley o reglamento ambiental de los cuales el Deudor tenga
conocimiento.-----

If Borrower learns, or is notified by any government or regulatory authority, that-----
En caso del Deudor enterarse o recibir notificación de cualquier autoridad gubernamental a los--

any removal or other remediation of any hazardous substance affecting-----

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efectos de que es necesario remover o remediar la presencia de sustancias peligrosas de la-----
 the Property is necessary, Borrower shall promptly take all necessary remedial actions in-----
 Propiedad, el Deudor deberá inmediatamente tomar todas las medidas remediales necesarias de-----
 accordance with applicable environmental law and regulations.-----
 conformidad con las leyes y reglamentos ambientales aplicables.-----
 As used in this paragraph, "hazardous substances" are those substances defined as-----
 El término "sustancia peligrosa" utilizado en este párrafo significa aquellas sustancias-----
 toxic or hazardous substances by environmental law and the following substances:-----
 definidas como sustancias tóxicas o peligrosas en la Ley Ambiental incluyendo las siguientes-----
 gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and-----
 sustancias: gasolina, keroseno, otros productos de petróleo tóxicos e inflamables, pesticidas-----
 herbicides, volatile solvents, materials containing asbestos or formaldehyde, and-----
 tóxicos y herbicidas, solventes volátiles, materiales que contengan asbesto o formaldehído y-----
 radioactive materials. As used in this paragraph, "environmental law" means federal laws and-----
 materiales radioactivos. El término Ley Ambiental significa las leyes y reglamentos federales y a-----
 regulations and laws and regulations of the jurisdiction where the Property is located that relate-----
 las leyes y reglamentos de la jurisdicción donde esté localizada la Propiedad relacionadas a la-----
 to health, safety or environmental protection.-----
 salud, seguridad o protección ambiental.-----
 TWENTY ONE (21) Cross Collateral-----
 VEINTIUNO (21) Colateral-----
 Default hereunder shall constitute default under any other real estate-----
 Cualquier incumplimiento bajo los términos de este contrato será considerado un-----
 security instrument held by Lender and executed or assumed by Borrower, and-----
 incumplimiento bajo cualquier otro Instrumento de Garantía a favor del Acreedor otorgada o-----
 default under any other such security instrument shall constitute default hereunder.-----
 asumida por el Deudor y cualquier incumplimiento bajo ese otro Instrumento de Garantía será
 considerado como incumplimiento bajo éste.-----
 TWENTY TWO (22) NON-UNIFORM COVENANTS. Borrower and Lender further covenant
 VEINTIDOS (22) ACUERDOS NO UNIFORMES. El Deudor y el Acreedor acuerdan y-----
 and agree as follows:-----
 convienen lo siguiente:-----
 SHOULD DEFAULT occur in the performance or discharge of any obligation in this-----
 EN EL CASO DE incumplimiento en la ejecución y descargo de las obligaciones bajo-----
 instrument or secured by this instrument or should the parties named as Borrower die or be-----
 este Instrumento o Garantía o en el caso de que la parte designada como Deudor muera o sea-----
 declared incompetent, or should any of the parties named as Borrower be discharged in-----
 declarada incapaz, o en el caso de cualquiera de las partes designada como Deudor sea declarada
 bankruptcy or declared an insolvent, or make an assignment for the benefit of-----
 insolvente o reciba descargo de sus obligaciones en quiebra o hiciera una cesión en beneficio de-----
 creditors, Lender, at its option, with or without notice, may: (a) declare the entire amount-----
 sus acreedores, el Acreedor, a su opción, con o sin notificación previa podrá: (a) declarar-----
 unpaid under the note and any indebtedness to Lender hereby secured immediately due and-----
 vencida y pagadera la totalidad de la cantidad adeudada bajo el Pagaré y cualquier otra deuda al-----
 payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or-----
 Acreedor aquí garantizada; (b) a nombre del Deudor incurrir y pagar cualquier gasto razonable-----
 maintenance of and take possession of, operate or rent the Property, (c) upon application-----
 para reparaciones y mantenimiento, tomar posesión, operar o arrendar la Propiedad; c) solicitar-----
 by it and production of this instrument, without other evidence and without notice of hearing-----
 en virtud de este Instrumento, sin necesidad de otra evidencia ni notificación ni audiencia-----
 of said application, have a receiver appointed for the Property, with the usual powers of law, and
 relacionada a dicha solicitud, el nombramiento de un síndico para la Propiedad con todos los-----
 receivers in such cases, (d) foreclose this instrument as provided herein or by-----

MMR
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Page 16

[Type text]

poderes usuales concedidos a tales síndicos en estos casos; (d) ejecutar esta garantía según aquí--

(e) enforce any and all other rights and remedies provided herein or by present or future laws---
previsto o dispuesto por ley; (e) poner en vigor y reclamar todos y cualesquiera otros derechos y--

(f) that for the purpose of the first auction to be held in case-----
remedios aquí provistos o dispuestos en la leyes vigentes o futuras aplicables al caso. (f) para ---

of foreclosure of this mortgage, in conformity with the mortgage law, as amended,-----
de que sirva de tipo a la primera subasta que deberá celebrarse en caso ejecución de esta-----

mortgagor does hereby appraise the mortgaged property in the principal amount mentioned in ---
hipoteca, de conformidad con la ley hipotecaria, según enmendada el deudor hipotecario por la --

paragraph FIFTH.-----
presente tasa los bienes hipotecados en la suma de principal mencionada en el parrafo QUINTO-

(g) Mortgagor hereby waives the requirements of law and agrees to be-----
(g) El deudor hipotecario por la presente renuncia al trámite de requerimiento-----

considered in default without the necessity of any notification of default or demand for payment
y se considerará en mora sin necesidad de notificación alguna por parte-----

on the part of mortgagee. This mortgage is subject to the rules and regulations of the Farm-----
del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Agencia de Servicio--

Service Agency now in effect, and to its future regulations-----
al Agricultor ahora en vigor y a futuros reglamentos-----

non inconsistent with the provisions of this mortgage, as well as to the-----
no inconsistentes con los términos de esta hipoteca, así como también sujeta a-----

laws of the Congress of the United States of America authorizing the making and-----
las leyes del Congreso de Estados Unidos de America que autorizan la asignación-----

insuring of the loan herein before mentioned,-----
y aseguramiento del préstamo antes mencionado,-----

(h) The amounts guaranteed by this mortgage are as follows:-----
(h) Las cantidades garantizadas por esta hipoteca son las siguientes:-----

One: At all times when the note mentioned in paragraph THIRD of-----
Uno: En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de-----

this mortgage is held by mortgagee, or in the event mortgagee-----
esta hipoteca sea poseída por el acreedor hipotecario o en caso que el acreedor-----

should assign this mortgage without insurance of the note,-----
hipotecario cediere esta hipoteca sin asegurar el pagaré:-----

CIEN MIL DÓLARES (\$100,000.00)

the principal amount of said note, together with interest as stipulated therein at the rate of-----
del principal de dicho pagaré, con sus intereses según estipulados a razón del-----

per annum;-----
TRES PUNTO CERO CERO POR CIENTO ANUAL (3.00 %) por
año;-----

Two: At all times when said note is held by an insured lender:-----
Dos: En todo tiempo cuando el pagaré es poseído por un prestamista asegurado:-----

(A) CIEN MIL DÓLARES (\$100,000.00)

(A))

for indemnifying the mortgagee for advances to the insured lender-----
para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado-----

by reason of mortgagor's failure to pay the installments as-----
por motivo del incumplimiento del deudor hipotecario de pagar los plazos según-----

specified in the note, with interest as stated in paragraph NINTH,-----
se especifica en el pagaré, con intereses según se especifica en párrafo NOVENO,-----

Three:-----

Tres:-----

(B)

(B) CIENTO CINCUENTA MIL DÓLARES

DOLLARS (\$))
DÓLARES (\$150,000.00)for indemnifying the mortgagee further against any loss it might-----
para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda-----sustain under its insurance of payment of the note;-----
sufrir bajo su seguro de pago del pagaré.-----Four: In any event and at all times whatsoever:-----
Cuatro: En cualquier caso y en todo tiempo:-----

(A)

(A) CUARENTA MIL DÓLARES

(\$ \$40,000.00) for default interest:-----
para intereses después de mora:-----

(B) VEINTE MIL DÓLARES

(B)

(\$) for taxes, insurance and other advances for the preservation-----
(\$20,000.00) para contribuciones, seguro y otros adelantos para la conservación-----and protection of this mortgage, with interest at the rate stated in paragraph-----
y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo-----FIFTH,-----
QUINTO,-----

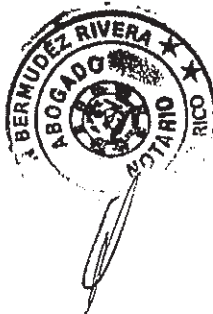
(C)

(C) DIEZ MIL DÓLARES

(\$) for costs, expenses and attorney's fees in case-----
(\$10,000.00) para costas, gastos y honorarios de abogado en caso-----of foreclosure-----
de ejecución-----

(D)

(D) DIEZ MIL DÓLARES

(\$) for costs and expenditures incurred by the mortgagee in-----
(\$10,000.00) para costas y gastos que incurriere el acreedor hipotecario-----proceedings to defend its interests against any other person interfering with-----
en procedimientos para defender sus intereses contra cualquier persona que intervenga-----of contesting the right of possession of mortgagor to the property-----
o impugne el derecho de posesión del deudor hipotecario a los bienes-----TWENTY THREE (23) The proceeds of foreclosure sale shall be applied in the following order
VEINTITRES (23) El producto de la venta en ejecución será aplicado en el siguiente orden:-----to the payment of: (a) costs and expenses incident to enforcing or complying with the-----
(a) el costo de los gastos incidentales a poner en vigor y a hacer cumplir las disposiciones aquí--provisions hereof, (b) any prior liens required by law or a competent court to be so paid,-----
provisas; (b) el pago de todos los gravámenes anteriores según lo requiera la ley o un Tribunal--(c) the debt evidenced by the note and all indebtedness to Lender secured hereby,-----
competente; c) el pago de la deuda evidenciada por el Pagaré y toda la deuda al Acreedor aquí--(d) inferior liens of record required by law or a competent court to be so paid,-----
garantizada; (d) el pago de todo gravamen inscrito posterior según lo requiera la ley o un-----(e) at Lender's option, any other indebtedness of Borrower owing to Lender, and (f) any-----
Tribunal competente; (e) a opción del Acreedor, el pago de otras deudas del Deudor al Acreedor;balance to Borrower. At foreclosure or other sale of all or any part of the-----
(f) cualquier sobrante se le pagará al Deudor. Al momento de la ejecución de toda o parte de la--Property, Lender and its agents may bid and purchase as a stranger and may pay-----
Propiedad, el Acreedor y su representante podrán licitar y comprar como cualquier extraño en--

MMNR
AEFA



Lender's share of the purchase price by crediting such amount on any debts of Borrower-----
dicha subasta y podrá pagar el precio de venta correspondiente al Acreedor acreditando las-----

owing to Lender, in the order prescribed above,-----
cantidades de cualquier deuda del Acreedor al Deudor anteriormente dispuestas.-----

TWENTY FOUR (24) Borrower agrees that Lender will not be bound by any present or future--
VEINTICUATRO (24) El Deudor acuerda que el Acreedor no tendrá que cumplir con ninguna--

State laws, (a) providing for valuation, appraisal or exemption of the Property, (b) prohibiting----
ley estatal vigente o futura (a) que tenga disposiciones sobre valor, tasación o exención de la----

maintenance of an action for a deficiency judgement or limiting the amount thereof or-----
Propiedad (b) que prohíba instar una acción para el recobro de la deficiencia de una sentencia o--

the time within which such action must be brought, (c) prescribing any other statute of-----
que limite la cantidad dispuesta o el término para instar tal acción; c) que disponga cualquier-----

limitations, (d) allowing any right of redemption or possession following any foreclosure sale,--
otro tipo de limitación estatutaria, (d) que permita o conceda un derecho de redención o posesión

or (e) limiting the conditions which Lender may by regulation impose, including the-----
después de una venta por ejecutar o (e) que limite las condiciones que un Acreedor pueda-----

interest rate it may charge, as a condition of approving a transfer of the-----
imponer por reglamento incluyendo que el tipo de interés se pueda modificar como una-----

Property to a new Borrower. Borrower expressly waives the benefit of any such state laws,-----
condición para aprobar el traspaso de una propiedad a otro deudor. El Deudor representante-----

Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate,-----
renuncia al beneficio de cualquier ley estatal de esa naturaleza. El Deudor rinde renuncia y -----

of descent, dower, and curtesy.-----
traspasa todos los derechos incoados o consumados relativos a descendencia, dote y de nobleza.-----

TWENTY FIVE (25) Attorneys' Fees-----
VEINTICINCO (25) Honorarios de Abogado-----

As used in this Security Instrument and the Note, "attorneys' fees" shall-----
El término honorarios de abogado según se utiliza en este Instrumento de Garantía y-----

include any attorneys' fees awarded by an appellate court,-----
Pagaré incluirá cualesquiera honorarios de abogado concedidos por un Tribunal Apelativo.-----

TWENTY SIX (26) Release-----
VEINTISEIS (26) Relievo.-----

Upon payment of all sums secured by this Security Instrument, Lender shall-----
Luego del pago de todas las sumas garantizadas por este Instrumento, el Acreedor deberá-----

release this Security Instrument without charge to Borrower. Borrower shall pay any-----
entregar este instrumento de garantía al Deudor sin cargo alguno. El Deudor pagará todos los---

recording costs.-----
gastos de inscripción en el Registro de la Propiedad.-----

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants-----
AL SUSCRIBIR, el Deudor acepta y acuerda cumplir los términos y convenios contenidos en---

contained in pages 1 through 18 of this Security Instrument and any rider executed by-----
las páginas 1 a la 18 de este Instrumento de Garantía y de toda cláusula adicional otorgada por el

Borrower and recorded with this Security Instrument.-----
Deudor e inscrito con este Instrumento de Garantía.-----

TENTH: The mortgagor agrees and obligates himself to move-----
DÉCIMO: El deudor hipotecario se compromete y se obliga a mudarse-----

and occupy the property object of this deed within the following sixty-----
y a ocupar la propiedad objeto de esta escritura dentro de los próximos sesenta-----

days from the date of final inspection, and in the event of unforeseen circumstances-----
días a partir de la fecha de la inspección final; y en caso de circunstancias imprevistas-----

beyond his control which would impede him to do so, he will-----
fuera del control del deudor hipotecario que le impidiera mudarse, este lo-----

notify it in writing to the Farm Service Agency Manager.
 notificara por escrito al Gerente de la Oficina de Servicio al Agricultor.

ELEVENTH: All improvement, construction or building constructed.
 UNDECIMO: Toda mejora, construcción o edificación que se construya

on said farm(s) during the term herein before referred to, must be made with the previous
 en dicha finca durante la vigencia antes mencionada deberá ser construida previa

consent in writing of mortgagee in accordance with present regulations
 autorización por escrito del acreedor hipotecario conforme a los reglamentos presentes

or future ones that may be promulgated pursuant to the federal and
 y aquellos futuros que se promulguen de acuerdo a las leyes federales

local laws not inconsistent or incompatible with the present laws which govern
 y locales no inconsistentes o incompatibles con las leyes actuales que gobiernan

these types of loans.
 estos tipos de préstamos.

TWELVETH: The purpose for this loan is
 DUODÉCIMO: El propósito para este préstamo es

COMPRAR FINCA

ACCEPTANCE

ACEPTACION

The appearing party (parties) ACCEPT(S) this deed in the manner drawn once
 El (los) comparecientes ACEPTAN esta escritura en la forma redactada una vez

I, the authorizing Notary, have made to him (them) the pertinent legal warnings.
 Yo, el Notario autorizante, le (les) hice las advertencias legales pertinentes.

So they say and execute before me, the authorizing Notary, the appearing party (parties)
 Así lo dicen y otorgan ante mí, el Notario autorizante, el (los) compareciente(s)

without demanding the presence of witnesses after waiving his (their) right to do so of which
 sin requerir la presencia de testigos después de renunciar su derecho a ello del que

I advised him (them).
 le(s) advertí.

After this deed was read by the appearing party (parties) he (they) ratify its
 Después de ser leída esta escritura por el (los) compareciente(s), se ratifica(n)

contents, place(s) his (their) initials on each of the folios of this deed
 en su contenido, pone(n) sus iniciales en cada uno de los folios de esta escritura

including the last one, and all sign before me, the authorizing Notary who GIVES
 incluyendo el último y la firma(n) todos ante mí, el Notario autorizante, que DOY

FAITH to everything contained in this deed.
 FE de todo el contenido de esta escritura.

LOS DEUDORES HIPOTECARIOS, ANTONIO E. FUENTES AGOSTINI Y ESPOSA,
 MARIELA M. MIRANDA RECIO, COMPARECEN MEDIANTE CAPITULACIONES
 MATRIMONIALES, MANIFESTANDO QUE AMBOS PAGARÁN EN PARTES IGUALES
 LA HIPOTECA QUE SE ESTA CONSTITUYENDO, POR LO QUE AMBOS SON DUEÑOS
 DE UNA MITAD (1/2) INDIVISA DE ESTAS PROPIEDADES.

SE ACLARA, QUE DONDE INDICA, QUE SE ACTUA POR CONDUCTO DE LA
 ADMINISTRACIÓN DE HOGARES DE AGRICULTORES, DEBE DECIR
 SOLAMENTE:

EL DEUDOR VIENE OBLIGADO PARA CON LOS ESTADOS UNIDOS DE AMÉRICA
 Y VUELVO A DAR FE.



Antonio E. Fuentes Agostini
Mariela M. Miranda Recio

[Signature]

FIRMADO: ANTONIO E. FUENTES AGOSTINI, MARIELA
M. MIRANDA RECIO-----

-----CERTIFICACIÓN-----

-----Se hallan cancelados en el original los correspondientes sellos de Rentas Internas, Impuestos Notariales y los sellos de la Sociedad de Asistencia Legal.-----

-----Aparecen las iniciales en todos y cada uno de los folios y las firmas de los otorgantes, al final como rúbrica, signo, sello y firma del Notario Otorgante, en el original de esta escritura.-----

-----Certifico: Que la que procede es copia fiel y exacta del original de su contenido obrante en mi protocolo de instrumentos públicos del año en curso a que me remito, la cual (incluyendo los documentos anejos originales) contiene diecinueve (19) folios----

-----Certifico, además que la(las) copia (s) de (de los) documento(s) anejo (s) de esta copia certificada es (son) la primera (1ra) copia (s) fiel y exacta (s) de (de los) que obra (n) anejo (s) al original de esta escritura.-----

-----TESTIMONIO DE LO CUAL expido la primera copia certificada a petición de la parte interesada, ANTONIO E. FUENTES AGOSTINI en Ponce, Puerto Rico, hoy veinticuatro (24) de agosto de 2012.-----

EFRAIN BERMÚDEZ RIVERA
Betances #15 Altos
Santa Isabel, P.R.00757
Tel, Fax: (787) 845-3420 ,





Incarito

folio 548

Fileo 26-27-29

Feas 275-4348-4349

Ina - 37 - 9^{na} - 9^{na}

calgas - aviso de demanda

Derecho Sin derecho

Porci, 3 octubre 2012

[Handwritten signature]
[Handwritten mark]

TITLE SEARCH

CLIENT: ANTONIO FUENTES AGOSTINI

REF: 1521.324

BY: ALEXIA JUARBE

PROPERTY NUMBER: 275, recorded at page 150 of volume 6 of Juana Díaz, Registry of the Property of Ponce, Puerto Rico, section I.

DESCRIPTION: (As it is recorded in the Spanish language)

RÚSTICA: Predio de terreno sin nombre conocido que radica en el barrio Collores, "Los Corrales", del término municipal de Juana Díaz, Puerto Rico, con una cabida de **47 cuerdas, equivalentes a 18 hectáreas, 46 áreas y 29 centiáreas**, conteniendo fincas de café y frutos menores, una casa de madera techada de zinc con colgadizo y balcón de 12 varas de frente por 8 de ancho, iguales a 10.31 metros y 6.687 metros respectivamente y un ranchón para frutos, techado de zinc y tejanil de 14 varas de largo, 11.703 metros por 7 varas de ancho, 5.851 metros. En lindes por el **NORTE**, con Fernando Luis Toro; por el **SUR**, con Venancio Rodríguez y terrenos de Manuel Soldevila; por el **ESTE**, con Francisco Oliver y por el **OESTE**, con terrenos de Estados Unidos de América y de Manuel Soldevila.

TITLE:

This property is registered as follows:

One half in favor of Mariela Maritza Miranda Recio, who acquired it being married with Antonio Enrique Fuentes Agostini, by purchase from José Benigno Guiliani Maldonado and his wife Ana Hilda Marietti Dominicci, at a price of \$150,000.00, responding for \$100,000.00, pursuant to deed #132, executed in Ponce, Puerto Rico, on August 24th, 2012, before Efrain Bermúdez Rivera Notary Public, recorded at page 25 of volume 548 of Juana Díaz, property number 275, 36th inscription.

Presented on August 30, 2012 (as expressed in the Registry)

Recorded on October 2, 2012 (as expressed in the Registry)

And the other half in favor of Antonio Fuentes Miró, single; Fernando Enrique Fuentes Miranda, single; María del Pilar Fuentes Miranda, single as for the third of strict legitima and the improvement third divided equally and the widow Mariela Maritza Miranda Recio regarding the beneficial ownership quota and third of free disposition, who acquired it by tested inheritance of Antonio Enrique Fuentes Agostini, value \$50,000.00, pursuant to deed #7, executed in Ponce, Puerto Rico, on April 25th, 2013, before William Y. Maisonet Piñero Notary Public, recorded at Karibe System of Juana Díaz, property number 548, 38th and last inscription.

Presented on June 26, 2014

Recorded on June 2, 2016

This property belongs to an undivided estate and may not be transmitted or encumbered shares or portions of the domain on the property or right, if not by all holders unless there has been a partition or adjudication registered in favor of the transferor.

LIENS AND ENCUMBRANCES:

I. By reason of its origin this property is free of liens and encumbrances

II. By reason of itself this property is encumbered by the following:

1. **LAWUIT ANNOTATION:** Executed in the Superior Court of Puerto Rico in Ponce, civil case #65-1660, on May 28th, 1965, for reason of filiation and inheritance claim by Luis Antonio Mejías represented by his mother with custody, Isabel Mejías, plaintiff, versus the succession Manuel Soldevila Ferrer composed by Jorge Luis Soldevila as executor and his children Angel Rafael; Carmen; Nereida; Manuel Antonio; Jesús; Rosa Ivette; Hilda; Gladys and Jaime and his widow Ana Matilde Martínez, defendant, recorded on August 2nd, 1966 at margin of overleaf of page 2 of volume 92 of Juana Díaz, property number 275.

Presented on August 2, 1966 (as expressed in the Registry)

ESTUDIOS DE TITULO
SEGUROS DE TITULO

P.O. BOX 1467, TRUJILLO ALTO, P.R. 00977-1467
TELS. (787) 748-1130 / 748-8577 • FAX (787) 748-1143
estudios@eagletitlepr.com

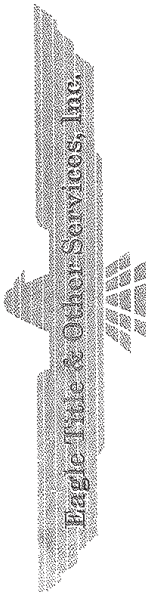
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Eagle Title & Other Services, Inc.

ESTUDIOS DE TITULO SEGUROS DE TITULO

P.O. BOX 1467, TRUJILLO ALTO, PR. 00977-1467
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PAGE #2
PROPERTY #275

2. **MORTGAGE:** Constituted by Antonio E. Fuentes and his wife Mariela M. Miranda, through marriage agreements, manifesting both will pay equally the mortgage constituted by this deed, for that reason they are both the owners of an undivided half of these properties, in favor of Farm Services Agency United States Department of Agriculture, in the original principal amount of \$100,000.00, with 3.00% annual interests, due on 40 years, constituted by deed #133, executed in Ponce, Puerto Rico, on August 24th, 2012, before Efraín Bermúdez Rivera Notary Public, recorded at page 27 of volume 548 of Juana Diaz, property number 275, 37th inscription. Conditions.

Presented on August 30, 2012 (as expressed in the Registry)
Recorded on October 2, 2012 (as expressed in the Registry)

3. **FEDERAL TAX LIEN:** Recorded at book number 6, page 208, entry 4, filed on January 9th, 2008, notification number 411434207, against A. Fuentes Agostini, Social Security number XXX-XX-9434, in the amount of \$1,332.66. **There is no warranty about the identity of the owner and the foreclosure subject being the same person.**

REVIEWED:

Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to October 27th, 2020.

NOTICE: The Sections of the Property Registry have been computerized by the new system identified as Karibe, through which the historical volumes containing the data related to the inscribed properties and with the documents presented and pending registration were digitized. Since April 25, 2016, the Department of Justice discontinued the Tool-Kit and Agora System in most of the Sections of the Registry, which was used to search for documents submitted and pending registration and preparation of title search and other documents. There is also a delay in the entry of information to the System to this date. In addition to this, the Federal and State Seizures are now entered and electronically provided by the Central Office of the Land Registry in the Department of Justice, without being able to corroborate the control books and with many errors which makes the location impossible. We are not responsible for errors that may result in this title search due to errors and/or omissions of the Registry and/or its employees, when entering the data in the system.

EAGLE TITLE AND OTHER SERVICES, INC.

Authorized signature

tm/mv/F

I, Elías Díaz Bermúdez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:

1. That my name and personal circumstances are the above mentioned.

2. That on October 27th, 2020, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.

3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true.

In Guaynabo, Puerto Rico, this 10 day of December of 2020.

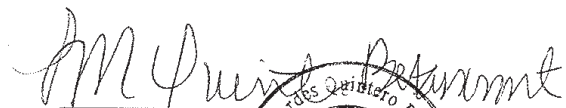


Elías Díaz Bermúdez

AFFIDAVIT NUMBER 4421

Sworn and subscribed to before me by Elías Díaz Bermúdez of the aforementioned personal circumstances, whom I personally know.

In Guaynabo, Puerto Rico, this 10 day of December of 2020.



NOTARY PUBLIC

RECIBO

4019-02163217



9397
11/23/2020
\$5.00

Sello de Asistencia Legal
80093-2020-1123-43295248

TITLE SEARCH

ESTUDIOS DE TITULO
SEGUROS DE TITULO

P.O. BOX 1467, TRUJILLO ALTO, P.R. 00977-1467
TELS. (787) 748-1130 / 748-8577 • FAX (787) 748-1143
estudios@eagletitlepr.com

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Eagle Title & Other Services, Inc.

CLIENT: ANTONIO FUENTES AGOSTINI

REF: 1521.324

BY: ALEXIA JUARBE

PROPERTY NUMBER: 4,348, recorded at page 15 of volume 111 of Juana Díaz, Registry of the Property of Ponce, Puerto Rico, section I.

DESCRIPTION: (As it is recorded in the Spanish language)

RÚSTICA: Predio de terreno radicado en el barrio Collores, sitio Guaraguao, del término municipal de Juana Díaz, con una cabida de cinco (5) cuerdas, equivalentes a 1 hectárea, 96 áreas y 52 centiáreas. En lindes por el **NORTE**, con la Sucesión Conqueran; por el **SUR**, con Pedro Juan Arévalo; por el **ESTE**, con Pascasio Rosaly; y por el **OESTE**, con Juan Castro.

TITLE:

This property is registered as follows:

One half in favor of Mariela Maritza Miranda Recio, who acquired it being married with Antonio Enrique Fuentes Agostini, by purchase from José Benigno Guillian Maldonado and his wife Ana Hilda Marietti Dominici, at a price of \$150,000.00, responding for \$25,000.00, pursuant to deed #132, executed in Ponce, Puerto Rico, on August 24th, 2012, before Efrain Bermúdez Rivera Notary Public, recorded at page 27 of volume 548 of Juana Díaz, property number 4,348, 8th inscription.

Presented on August 30, 2012 (as expressed in the Registry)

Recorded on October 2, 2012 (as expressed in the Registry)

And the other half in favor of Antonio Fuentes Miró, single; Fernando Enrique Fuentes Miranda, single; María del Pilar Fuentes Miranda, single, as for the third of strict legitima and the improvement third divided equally and the widow Mariela Maritza Miranda Recio, regarding the beneficial ownership quota and third of free disposition, who acquired it by tested inheritance of Antonio Enrique Fuentes Agostini, value \$12,250.00, pursuant to deed #7, executed in Ponce, Puerto Rico, on April 25th, 2013, before William Y. Maisonet Piñero Notary Public, recorded at Karibe System of Juana Díaz, property number 4,348, 10th and last inscription.

Presented on June 26, 2014

Recorded on June 2, 2016

This property belongs to an undivided estate and may not be transmitted or encumbered shares or portions of the domain on the property or right, if not by all holders unless there has been a partition or adjudication registered in favor of the transferor.

LIENS AND ENCUMBRANCES:

- I. By reason of its origin this property is free of liens and encumbrances
- II. By reason of itself this property is encumbered by the following:

1. **LAWUIT ANNOTATION:** Executed in the Superior Court of Puerto Rico in Ponce, civil case #65-1660, on May 28th, 1965, for reason of filiation and inheritance claim by Luis Antonio Mejías represented by his mother with custody, Isabel Mejías, plaintiff, versus the succession Manuel Soldevila Ferrer composed by Jorge Luis Soldevila as executor and his children Angel Rafael; Carmen; Nereida; Manuel Antonio; Jesús; Rosa Ivette; Hilda; Gladys and Jaime and his widow Ana Matilde Martínez, defendant, recorded on August 2nd, 1966 at margin of page 19 of volume 111 of Juana Díaz, property number 4,348.

Presented on August 2, 1966 (as expressed in the Registry)

ESTUDIOS DE TITULO SEGUROS DE TITULO

P.O. BOX 1467, TRUJILLO ALTO, PR. 00977-1467
TELS. (787) 748.1130 / 748-8577 • FAX (787) 748-1143
estudios@eagletitlepr.com

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.



PAGE #2
PROPERTY #4,348

2. **MORTGAGE:** Constituted by Antonio E. Fuentes and his wife Mariela M. Miranda, through marriage agreements, manifesting both will pay equally the mortgage constituted by this deed, for that reason they are both the owners of an undivided half of these properties, in favor of Farm Services Agency United States Department of Agriculture, in the original principal amount of \$100,000.00, with 3.00% annual interests, due on 40 years, constituted by deed #133, executed in Ponce, Puerto Rico, on August 24th, 2012, before Efraín Bermúdez Rivera Notary Public, recorded at page 27 of volume 548 of Juana Díaz, property number 4,348, 9th inscription. Conditions.
Presented on August 30, 2012 (as expressed in the Registry)
Recorded on October 2, 2012 (as expressed in the Registry)
3. **FEDERAL TAX LIEN:** Recorded at book number 6, page 208, entry 4, filed on January 9th, 2008, notification number 411434207, against A. Fuentes Agostini, Social Security number XXX-XX-9434, in the amount of \$1,332.66. **There is no warranty about the identity of the owner and the foreclosure subject being the same person.**

REVIEWED:

Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to October 27th, 2020.

NOTICE: The Sections of the Property Registry have been computerized by the new system identified as Karibe, through which the historical volumes containing the data related to the inscribed properties and with the documents presented and pending registration were digitized. Since April 25, 2016, the Department of Justice discontinued the Tool-Kit and Agora System in most of the Sections of the Registry, which was used to search for documents submitted and pending registration and preparation of title search and other documents. There is also a delay in the entry of information to the System to this date. In addition to this, the Federal and State Seizures are now entered and electronically provided by the Central Office of the Land Registry in the Department of Justice, without being able to corroborate the control books and with many errors which makes the location impossible. We are not responsible for errors that may result in this title search due to errors and/or omissions of the Registry and/or its employees, when entering the data in the system.

EAGLE TITLE AND OTHER SERVICES, INC.


Authorized signature

tm/mv/F

I, Elías Díaz Bermúdez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:

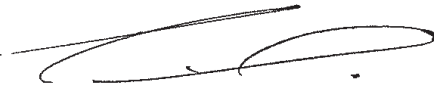
1. That my name and personal circumstances are the above mentioned.

2. That on October 27th, 2020, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.

3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true.

In Guaynabo, Puerto Rico, this 10 day of December of 2020.

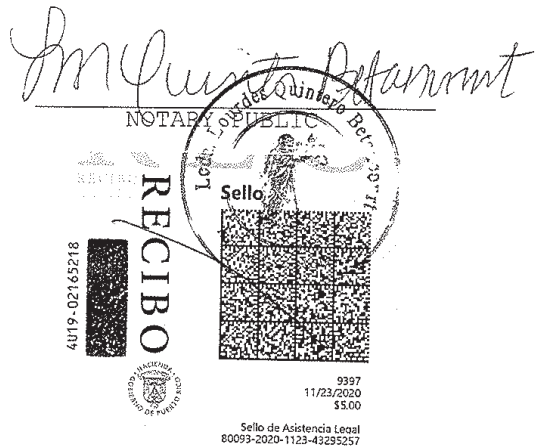


Elías Díaz Bermúdez

AFFIDAVIT NUMBER 4,422

Sworn and subscribed to before me by Elías Díaz Bermúdez of the aforementioned personal circumstances, whom I personally know.

In Guaynabo, Puerto Rico, this 10 day of December of 2020.



TITLE SEARCH

ESTUDIOS DE TITULO
SEGUROS DE TITULO

P.O. BOX 1467, TRUJILLO ALTO, P.R. 00977-1467
 TELS. (787) 748-1130 / 748-8577 • FAX (787) 748-1143
 estudios@eagletitlepr.com

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Eagle Title & Other Services, Inc.

CLIENT: ANTONIO FUENTES AGOSTINI

REF: 1521.324

BY: ALEXIA JUARBE

PROPERTY NUMBER: 4,349, recorded at page 19 of volume 111 of Juana Díaz, Registry of the Property of Ponce, Puerto Rico, section I.

DESCRIPTION: (As it is recorded in the Spanish language)

RÚSTICA: Predio de terreno que radica en el barrio Collores, sitio Corrales, del término municipal de Juana Díaz, con una cabida de **ocho (8) cuerdas, iguales a 3 hectáreas, 14 áreas y 43 centiáreas**. En lindes por el **NORTE**, con Manuel Soldevila; por el **SUR**, con Eladio Pagán; por el **ESTE**, con Eladio Pagán y Caroberto Colón; y por el **OESTE**, con la Sucesión de Venancio Rodríguez. Esta dedicada a pastos.

TITLE:

This property is registered as follows"

One half in favor of Mariela Maritza Miranda Recio, who acquired it being married with Antonio Enrique Fuentes Agostini, by purchase from José Benigno Guiliani Maldonado and his wife Ana Hilda Marietti Dominicci, at a price of \$150,000.00, responding for \$25,000.00, pursuant to deed #132, executed in Ponce, Puerto Rico, on August 24th, 2012, before Efrain Bermúdez Rivera Notary Public, recorded at page 29 of volume 548 of Juana Díaz, property number 4,349, 8th inscription.

Presented on August 30, 2012 (as expressed in the Registry)

Recorded on October 2, 2012 (as expressed in the Registry)

And the other half in favor of Antonio Fuentes Miró, single; Fernando Enrique Fuentes Miranda, single; María del Pilar Fuentes Miranda, single as for the third of strict legitima and the improvement third divided equally and the widow Mariela Maritza Miranda Recio regarding the beneficial ownership quota and the third of free disposition, who acquired it by tested inheritance of Antonio Enrique Fuentes Agostini, value \$12,500.00, pursuant to deed #7, executed in Ponce, Puerto Rico, on April 25th, 2013, before William Y. Maisonet Piñero Notary Public, recorded at Karibe System of Juana Díaz, property number 4,349, 10th and last inscription.

Presented on June 26, 2014

Recorded on June 2, 2016

This property belongs to an undivided estate and may not be transmitted or encumbered shares or portions of the domain on the property or right, if not by all holders unless there has been a partition or adjudication registered in favor of the transferor.

LIENS AND ENCUMBRANCES:

I. By reason of its origin this property is free of liens and encumbrances

II. By reason of itself this property is encumbered by the following:

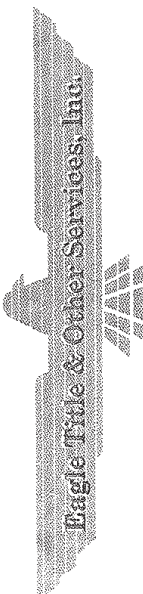
1. **LAWUIT ANNOTATION:** Executed in the Superior Court of Puerto Rico in Ponce, civil case #65-1660, on May 28th, 1965, for reason of filiation and inheritance claim by Luis Antonio Mejías represented by his mother with custody, Isabel Mejías, plaintiff, versus The Succession Manuel Soldevila Ferrer composed by Jorge Luis Soldevila as executor and his children Angel Rafael; Carmen; Nereida; Manuel Antonio; Jesús; Rosa Ivette; Hilda; Gladys and Jaime and his widow Ansa Matilde Martínez, defendant, recorded on August 2nd, 1966 at margin of page 19 of volume 111 of Juana Díaz, property number 4,349.

Presented on August 2, 1966 (as expressed in the Registry)

ESTUDIOS DE TITULO SEGUROS DE TITULO

P.O. BOX 1467, TRUJILLO ALTO, PR. 00977-1467
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PAGE #2
PROPERTY #4,349

2. **MORTGAGE:** Constituted by Antonio E. Fuentes and his wife Mariela M. Miranda Recio, through marriage agreements, manifesting both will pay equally the mortgage constituted by this deed, for that reason they are both the owners of an undivided half of these properties, in favor of Farm Services Agency United States Department of Agriculture, in the original principal amount of \$100,000.00, with 3.00% annual interests, due on 40 years, constituted by deed #133, executed in Ponce, Puerto Rico, on August 24th, 2012, before Efraín Bermúdez Rivera Notary Public, recorded at page 29 of volume 548 of Juana Diaz, property number 4,349, 9th inscription. Conditions.

Presented on August 30, 2012 (as expressed in the Registry)
Recorded on October 2, 2012 (as expressed in the Registry)

3. **FEDERAL TAX LIEN:** Recorded at book number 6, page 208, entry 4, filed on January 9th, 2008, notification number 411434207, against A. Fuentes Agostini, Social Security number XXX-XX-9434, in the amount of \$1,332.66. **There is no warranty about the identity of the owner and the foreclosure subject being the same person.**

REVIEWED:

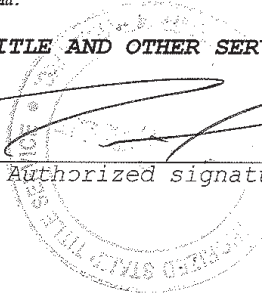
Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to October 27th, 2020.

NOTICE: The Sections of the Property Registry have been computerized by the new system identified as Karibe, through which the historical volumes containing the data related to the inscribed properties and with the documents presented and pending registration were digitized. Since April 25, 2016, the Department of Justice discontinued the Tool-Kit and Agora System in most of the Sections of the Registry, which was used to search for documents submitted and pending registration and preparation of title search and other documents. There is also a delay in the entry of information to the System to this date. In addition to this, the Federal and State Seizures are now entered and electronically provided by the Central Office of the Land Registry in the Department of Justice, without being able to corroborate the control books and with many errors which makes the location impossible. We are not responsible for errors that may result in this title search due to errors and/or omissions of the Registry and/or its employees, when entering the data in the system.

EAGLE TITLE AND OTHER SERVICES, INC.

Authorized signature

tm/mv/F



I, Elías Díaz Bermúdez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:


1. That my name and personal circumstances are the above mentioned.

2. That on October 27th, 2020, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.

3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true.

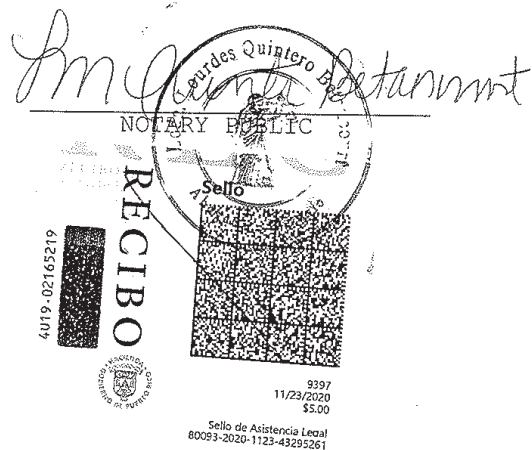
In Guaynabo, Puerto Rico, this 10 day of December of 2020.


Elías Díaz Bermúdez

AFFIDAVIT NUMBER 4,423

Sworn and subscribed to before me by Elías Díaz Bermúdez of the aforementioned personal circumstances, whom I personally know.

In Guaynabo, Puerto Rico, this 10 day of December of 2020.



**UNITED STATES DEPARTMENT OF AGRICULTURE
FARM SERVICE AGENCY**

654 Muñoz Rivera Avenue
654 Plaza Suite #829
San Juan, PR 00918

Borrower: Miranda Recio, Mariela Suc. Fuentes Agostini, Jose Case No: 63-026-6133

CERTIFICATION OF INDEBTEDNESS

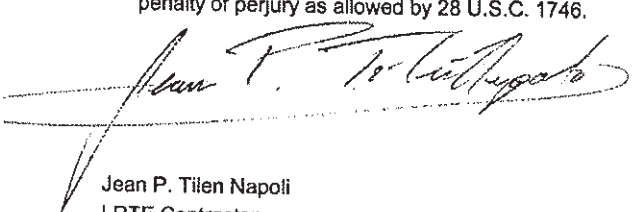
I, Jean P. Tilen Napoli, of legal age, married, a resident of San Juan, Puerto Rico, in my official capacity as Loan Resolution Task Force Contractor of the *Farm Service Agency*, United States Department of Agriculture (USDA), state that:

- The borrower's indebtedness is as shown in the following Statement of Account, according to information obtained from all available records at the USDA-Farm Service Agency:

Statement of Account as of May 13, 2020

| | |
|------------------------|--------------|
| Loan Number | 41-01 |
| Original Note Amount | \$100,000.00 |
| Original Note Date | 8/24/2012 |
| Date of Last Payment | 11/17/2016 |
| Principal Balance | \$93,548.18 |
| Unpaid Interest | \$9,780.26 |
| Misc. Charges | \$0.00 |
| Total Balance | \$103,328.44 |
| Daily Interest Accrual | \$ 7.6889 |
| Amount Delinquent | \$12,981.00 |
| Years Delinquent | 2 |

- The information in the above Statement of Account in affiant's opinion is a true and correct statement of the aforementioned account and to this date remains due and unpaid.
- The defendant is neither a minor, nor incompetent, nor in the military service of the United States of America.
- The above information is true and correct to the best of my knowledge and belief, and is made under penalty of perjury as allowed by 28 U.S.C. 1746.


Jean P. Tilen Napoli
LRTF Contractor
May 13, 2020



Status Report Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-5846
Birth Date:
Last Name: MIRANDA RECIO
First Name: MARIELA
Middle Name:
Status As Of: Oct-22-2020
Certificate ID: 6RTMB9F7Y9GTJ8D

| On Active Duty On Active Duty Status Date | | | |
|---|----------------------|--------|-------------------|
| Active Duty Start Date | Active Duty End Date | Status | Service Component |
| NA | NA | No | NA |
| This response reflects the individuals' active duty status based on the Active Duty Status Date | | | |

| Left Active Duty Within 367 Days of Active Duty Status Date | | | |
|---|----------------------|--------|-------------------|
| Active Duty Start Date | Active Duty End Date | Status | Service Component |
| NA | NA | No | NA |
| This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date | | | |

| The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date | | | |
|---|-----------------------------|--------|-------------------|
| Order Notification Start Date | Order Notification End Date | Status | Service Component |
| NA | NA | No | NA |
| This response reflects whether the individual or his/her unit has received early notification to report for active duty | | | |

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director
Department of Defense - Manpower Data Center
400 Gigling Rd.
Seaside, CA 93955

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q35) via this URL: <https://scra.dmdc.osd.mil/scra/#/faqs>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

United States of America,
acting through the
United States Department of Agriculture

Plaintiff(s)

v.

MARIELA MARITZA MIRANDA RECIO, et als.

Defendant(s)

Civil Action No.

FORECLOSURE OF MORTGAGE

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* ANTONIO FUENTES MIRO
Cond. Parque de la Fuentes
Apt. 1804
San Juan, PR. 00918

SR 512 KM 11.5 Interior
Collores Ward
Juana Diaz, PR 00795

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS
P.O. BOX 3908
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

MARIA ANTONGIORGI-JORDAN, ESQ.
CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0 _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

United States of America,
 acting through the
 United States Department of Agriculture

Plaintiff(s)

v.

MARIELA MARITZA MIRANDA RECIO, et als.

Defendant(s)

Civil Action No.

FORECLOSURE OF MORTGAGE

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* FERNANDO ENRIQUE FUENTES MIRANDA
 Cond. Parque de la Fuentes SR 512 KM 11.5 Interior
 Apt. 1804 Collores Ward
 San Juan, PR. 00918 Juana Diaz, PR 00795

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS
 P.O. BOX 3908
 GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

MARIA ANTONGIORGI-JORDAN, ESQ.
 CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
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☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
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 _____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0 _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

United States of America,
acting through the
United States Department of Agriculture

Plaintiff(s)

v.

MARIELA MARITZA MIRANDA RECIO, et als.

Defendant(s)

Civil Action No.

FORECLOSURE OF MORTGAGE

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* MARIA DEL PILAR FUENTES MIRANDA
Cond. Parque de la Fuentes SR 512 KM 11.5 Interior
Apt. 1804 Collores Ward
San Juan, PR. 00918 Juana Diaz, PR 00795

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS
P.O. BOX 3908
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

MARIA ANTONGIORGI-JORDAN, ESQ.
CLERK OF COURT

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Signature of Clerk or Deputy Clerk

Civil Action No. _____

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☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____ , a person of suitable age and discretion who resides there,
 on *(date)* _____ , and mailed a copy to the individual's last known address; or

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☐ I returned the summons unexecuted because _____ ; or

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Date: _____

Server's signature

Printed name and title

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United States of America,
acting through the
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Plaintiff(s)

v.

MARIELA MARITZA MIRANDA RECIO, et als.

Defendant(s)

Civil Action No.

FORECLOSURE OF MORTGAGE

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* MARIELA MARITZA MIRANDA RECIO
Cond. Parque de la Fuentes SR 512 KM 11.5 Interior
Apt. 1804 Collores Ward
San Juan, PR. 00918 Juana Diaz, PR 00795

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS
P.O. BOX 3908
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

MARIA ANTONGIORGI-JORDAN, ESQ.
CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0 _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT
DISTRICT OF PUERTO RICO

CATEGORY SHEET

You must accompany your complaint with this Category Sheet, and the Civil Cover Sheet (JS-44).

Attorney Name (Last, First, MI):

USDC-PR Bar Number:

Email Address:

1. Title (caption) of the Case (provide only the names of the first party on each side):

Plaintiff:

Defendant:

2. Indicate the category to which this case belongs:

☒ Ordinary Civil Case

☐ Social Security

☐ Banking

☐ Injunction

3. Indicate the title and number of related cases (if any).

N/A

4. Has a prior action between the same parties and based on the same claim ever been filed before this Court?

☐ Yes

☒ No

5. Is this case required to be heard and determined by a district court of three judges pursuant to 28 U.S.C. § 2284?

☐ Yes

☒ No

6. Does this case question the constitutionality of a state statute? (See, Fed.R.Civ. P. 24)

☐ Yes

☒ No

Date Submitted:

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

UNITED STATES OF AMERICA

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (*Firm Name, Address, and Telephone Number*)
Juan C. Fortuño Fas
 Po Box 3908, Guaynabo, PR 00970
 Tel. 787-751-5290

DEFENDANTS

MARIELA MARITZA MIRANDA RECIO, et als.

County of Residence of First Listed Defendant Juana Díaz, P.R.
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

☒ 1 U.S. Government Plaintiff ☐ 3 Federal Question
(U.S. Government Not a Party)

☐ 2 U.S. Government Defendant ☐ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff
(For Diversity Cases Only) and One Box for Defendant)

| | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|--|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated <i>or</i> Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated <i>and</i> Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

Click here for: [Nature of Suit Code Descriptions.](#)

| CONTRACT | TORTS | | FORFEITURE/PENALTY | BANKRUPTCY | OTHER STATUTES |
|---|--|---|---|---|---|
| <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise | PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice | PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability | <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions | <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609 | <input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes |
| REAL PROPERTY | CIVIL RIGHTS | PRISONER PETITIONS | | | |
| <input type="checkbox"/> 210 Land Condemnation <input checked="" type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property | <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education | Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement | | | |

V. ORIGIN *(Place an "X" in One Box Only)*

☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (*Do not cite jurisdictional statutes unless diversity*):
Consolidated Farm & Development Act, 7 USC 1921, et seq. & 28 USC 1345

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$
103.328.44

JURY DEMAND: ☐ Yes ☒ No

**VIII. RELATED CASE(S)
IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE _____

SIGNATURE OF ATTORNEY OF RECORD

12/01/2020

s/Juan Carlos Fortuño Fas

FOR OFFICE USE ONLY

| RECEIPT # | AMOUNT | APPLYING IFP | JUDGE | MAG. JUDGE |
|-----------|--------|--------------|-------|------------|
|-----------|--------|--------------|-------|------------|